DOCUMENT RESUME

ED 130 556 HE 008 296

AUTHOR Wintermote, Dick; And Others
TITLE CASE [Council for the Advancement and Support of Education]. Travel. A Booklet for CASE Members Interested in Travel Programs as a Service to Alumni. Volume Two in a Series of Alumni Service Publications.
INSTITUTION Council for the Advancement and Support of Education, Washington, D.C.
PUB DATE 76
NOTE 64p.
AVAILABLE FROM CASE, One Dupont Circle, Suite 600, Washington, D.C. 20036

EDRS PRICE MF-$0.83 HC-$3.50 Plus Postage.
DESCRIPTORS *Alumni; Groups; *Higher Education; *Legal Problems; *Legal Responsibility; *Travel
IDENTIFIERS CASE; *Council For Advancement and Support of Education

ABSTRACT

The growth and popularity of travel as a service program for alumni resulted in a 1975 CASE (Council for Advancement and Support of Education) Conference on Alumni Travel Programs. This publication is an outgrowth of that conference. The booklet deals with the reasons why alumni travel and why alumni travel programs are beneficial to participants and sponsoring institutions. A discussion of the legal considerations of the travel programs outlines the Civil Aeronautics Board regulations, various types of charters, tax implications, financial arrangements, contracts, and insurance. Guidelines for designing the tour are presented as well as the responsibilities of the sponsoring group to the tour participants. (JMF)

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CASE TRAVEL

COUNCIL FOR ADVANCEMENT AND SUPPORT OF EDUCATION
A BOOKLET FOR CASE MEMBERS INTERESTED
IN TRAVEL PROGRAMS AS A SERVICE TO ALUMNI.
VOLUME TWO IN A SERIES OF ALUMNI SERVICE PUBLICATIONS.

HE 008 296

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PREPARED FOR

THE COUNCIL FOR ADVANCEMENT AND SUPPORT OF EDUCATION

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INTRODUCTION

The growth and popularity of travel as a service program for alumni resulted in a 1975 CASE Conference on Alumni Travel Programs. The enthusiasm of the Travel Conference faculty and the high quality of material generated for the conference coupled with CASE member interest have resulted in the publication of this booklet. The authors hope that this booklet will assist alumni administrators to start or improve their travel program.

The material covered here represents the best experience available at this time on alumni travel, but we cannot guarantee that every statement will be in force when you make use of it. Federal and state regulations governing travel change often. We urge you to consult with the legal counsel representing your individual association or institution and with reputable tour agents prior to making major commitments.

CASE wishes to express thanks to all who participated in the publication of the *Travel Booklet.* Special recognition goes to Dick Wintermote (conference chairman), whose encouragement and follow-through resulted in publication, and to Steve Barrett, who accepted the challenge of editing a rough accumulation of raw data, recorded tapes, and hand-scratched notes.

Financial assistance for the Travel Booklet came through grants from ALUMNI HOLIDAYS, Chicago, Illinois; DITTMAN TOURS, Northfield, Minnesota; and INTRAV, Saint Louis, Missouri. These reputable firms were exhibitors at the 1975 Travel Conference. Their assistance in underwriting the production of this booklet is greatly appreciated.

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WHY TRAVEL?

Dick Wintermote, Conference Chairman
Frank B. Jones
Jack Maguire
Stanley R. McAnally
Harold M. Wilson

Let's start with the question, "Why alumni travel?". Here are nine and one-half reasons for establishing a travel program.

1. *Brings foreign alumni into contact with their college or university.*

   For most alumni administrators, there is virtually no other program that makes any contact with foreign-based alumni – alumni who are often in income brackets and tax situations that make them high-level potential supporters of the institution.

   Many university travel programs involve these alumni as real assets to improve the offering to the tour participants. Foreign alumni are asked to assist the tour operation by:

   - speaking to tour groups on areas of their expertise;
   - taking specialized tours through industrial plants, government offices, embassies, etc.;
   - inviting tour participants into their homes;
   - hosting social events;
   - arranging for special activities with local governments, private agencies, business, etc.

   Some alumni associations have sponsored formal alumni events to which they invite all alumni, parents, friends, local press, and governmental officials of that location. This has proven to be a real plus for the local alumni and the tour participants.

   Alumni directors who have used these techniques report that the foreign alumni are often flattered by your attention and are usually happy to participate.

2. *Develops positive relationships between tour participants.*

   Frequently, relationships between tour participants develop into lifelong friendships, business associations – even marriages!

   When university officials are included in the tour, there is an opportunity for positive personal relationships to develop between the alumni officer who accompanies the tour and the university official. Ideas for new programs and other changes that foster better alumni-university cooperation often result.

Families have found a travel program to be of great value in building stronger personal ties to each other. Some even go so far as to plan family reunions around the tour.

3. *Provides continuing education.*

Some alumni directors go so far as to state that continuing education is the best (at least one says it is the *only*) reason for an alumni association tour program.

Among American adults, there is a growing demand for continuing education -- a demand for education that ranges from basic rudiments to non-credit "how-to" courses to Bachelor of Independent Studies degree programs. The types of continuing education vary greatly, and a good travel program can be a valuable addition to a well-rounded program. In some instances, it can be the basis for recruiting students for other continuing education programs.

Since the earliest educational writing of Rousseau (and doubtless even before), travel has been looked upon as one of the finest types of education by experience. Colleges and universities that are in the "business" of providing education to the public are already in an advantageous position to utilize travel as another in the tool-bag of techniques.

Resident upon most school, college, and university campuses are individuals who have the background of travel and the educational credentials to develop effective credit and non-credit travel study programs that are marketable to alumni constituencies. There also may be alumni with these talents. These resources, not readily available to the many commercial agents booking tours, enable the university alumni association to offer a unique educational travel experience.

4. *Builds good will for the university among tour participants and non-participants.*

Usually all alumni are invited to join alumni tours. While only a small percentage end up actually going, all alumni become aware that the opportunity for travel is one of the benefits of alumni association membership. This can help alleviate the feeling of "all they ever do is hit me up for money," and can thus assist in building a positive image of the institution and the alumni association.

5. *Identifies and makes possible cultivation of prospective donors.*

While most alumni directors think that fund raising should never be the only reason for alumni travel, it nevertheless does provide a great opportunity to identify and cultivate prospects.

Alumni directors with tour experience advise against making overt appeals for funds while on tour. Instead, they recommend that the alumni/development staff member assigned to the tour use every possible technique to become as closely acquainted as possible with the tour participants so that future fund raising can be successful.

Very often, research before the tour departs will assist in this identification and cultivation process. Care should be taken, however, not to miss the less obvious prospect. One western university had a completely unknown alumnus sign up for the tour. He had

dropped out of school and out of sight in the early 1920s. After the tour, he was so impressed with what he had learned that he entered into negotiation that ended with his endowing the first academic chair at the university. Another university with an active archaelogical site in Greece had its tour visit the site. A tour participant later donated the funds for a much-needed building at the site.

6. *Identifies and makes possible cultivation of prospective volunteer workers.*

Many alumni associations now have people serving as board members, presidents of local alumni clubs, volunteer fund raising chairmen, etc., who got their first taste of alumni involvement from a well-operated tour program and subsequent follow-up activities.

Good pre-tour planning, in-tour involvement, and post-tour activities can help to identify and motivate the alumni to become involved.

7. *Stands on its own financially.*

Tour programs can be totally self-sufficient. In fact, some tour programs can make a financial contribution to the alumni budget. Well-set-up alumni tour programs should reimburse the alumni association budget for the time the alumni staff member puts into the assignment and any out-of-pocket expenses. Some alumni associations charge back all staff time, equipment used, a portion of space rental charges, etc. Care must be taken to avoid non-related income problems with the Internal Revenue Service; consult your accountant.

Alumni tour directors need to use discretion to ensure that, by desiring to cover all program-related costs, you are not pricing the tour out of the range of the participants or that you give the impression to potential participants that this is another fund raising technique.

In short, you can operate the alumni tour program without great expense.

8. *Provides fringe benefits for qualified staff members.*

By assigning qualified staff members to help in coordinating a tour, several side benefits accrue to the university alumni association and/or development office.

It allows good employees to be rewarded for their efforts. It helps keep the good employee on the staff. It assists the staff member to become more effective in his job, which not only helps the program but also gives the staff member a better image of his worth as a productive member of a team.

It builds an attitude of professionalism among staff members as they begin to be creative in their job assignment. It provides more exposure for staff members to alumni, the university staff and the general public.

9. *Makes sense for most institutions.*

Experience has shown that there are few arguments against an alumni travel program.

If you have a very small alumni body, tours may be harder to organize, but even small tours can bring the good results noted above.

9½. *Alumni tours are very enjoyable for all.*

LEGAL CONSIDERATIONS OF ALUMNI TRAVEL

Harold Wilson, University of Michigan

I. The ABC's of the CAB

Most alumni associations understand very little about the very complex history and operation of the Civil Aeronautics Board. In order to develop successful alumni travel programs, it should be helpful to have some background information.

Back in the early days of aviation in this country, the economic situation in the air carrier industry was chaotic. Anyone with an airplane could set up an airline. Passengers were charged fares based on what the market would bear. Airlines freely entered markets and just as freely abandoned them.

Then, in 1938, some members of Congress, citing the potential benefit of a sound air transportation system, became convinced that Federal economic and safety regulations were needed in order to bring order and stability to the industry.

Their efforts led to passage of the Civil Aeronautics Act of 1938. It established the Civil Aeronautics Authority, later renamed the Civil Aeronautics Board.

Congress provided the board a declaration of policy which states, among other things, that it should consider:

"The promotion of adequate, economical, and efficient service by air carriers at reasonable charges, without unjust discriminations, undue preferences or advantages, or unfair or destructive competitive practices."

This mandate, as well as the others given by Congress, has remained unchanged all through the years, but there is little agreement within the travel industry about Board decisions on these matters.

Who makes the decisions? The CAB is made up of a chairman and four other board members, nominated by the President of the United States and confirmed by the U. S. Senate.

The CAB has a managing director and a staff of about 700 people. Most of them are headquartered in a ten-story building on Connecticut Avenue in Washington.

The regulations of the CAB are of necessity quite technical in their language, and care should be taken by the alumni administrator to make sure that all requirements set forth by the regulations are followed.

We have attempted herein to give you a brief synopsis of the regulations that pertain to alumni travel programs and to give a very brief opinion of those sections most applicable. Currently, the CAB sanctions six different types of passenger charters:

1. *Single Entity Charters*

   Parts 207, 208, 212, and 214 of the Board's Economic Regulations define "single entity charter" as a charter, the cost of which is borne by the charterer and not by individual passengers, directly or indirectly. A typical example of a single entity charter is a sales incentive charter in which a company sends its top sales employees on an all-expense-paid charter trip. Those considering a single entity charter should be aware that payments of any kind, whether designated for air transportation or land accommodations, may be construed as an indirect payment for the charter and thus the charter would not qualify as a *bona fide* single entity charter.

In our opinion the single entity charter has little or no applicability at all for alumni organizations, but since we will be repeating a reference to Parts 207, 208, 212 and 214 of the Board's Economic Regulations, let us clarify how they differ. Part 207 details the rules and regulations for charter flights on U. S. scheduled carriers – that is, an airline such as Pan American, TWA, Northwest Orient, etc., which offers regularly scheduled service on prescribed routes to the ticket-buying public.

Part 208 does the same thing for charter flights on U. S. supplemental carriers – that is, an airline which has no regularly scheduled service but is certified for charter activity. These include World Airways, Saturn, Trans International, and others.

Part 212 contains the rules and regulations for charters on foreign scheduled carriers, while Part 214 applies to charters on foreign supplemental carriers. Thus, a chartering organization must follow the applicable set of rules, and this will depend on the type of air carrier selected.

2. *Affinity Charters*

   Parts 207, 208, 212, and 214 of the Board's Economic Regulations also govern affinity charters. The CAB does *not* maintain a list of affinity charter flights operated, or proposed to be operated, nor does it have knowledge of more than a very small percentage of all affinity charter organizations or flights.

   An affinity charter is an arrangement in which the capacity of an aircraft is engaged by a person for the use of a group or organization which he represents. An affinity charter may not be held open, either by advertisement or solicitation, to individual members of the general public, but must be limited to a particular, specific group. Only *bona fide* members of the chartering organization and their immediate families may be solicited for, or participate as passengers on, an affinity charter flight. "Immediate family" is defined as the member's spouse, dependent children, and parents, living in the member's household. *"Bona fide"* members are those individuals who will have been members of the chartering organization for at least six months prior to the starting flight date. However, persons are not considered *bona*

fide members if they have joined an organization merely to participate in the charter as a result of a solicitation of the general public.

"Solicitation of the general public" means any announcement of charter flights, whether in writing or not, which goes to persons who are not members of the chartering organization, and which has as its purpose the invitation of non-members to participate in charter flights. The most obvious methods of public solicitation are announcements or advertisements appearing in media of mass communications, such as newspapers, magazines, radio, or TV. However, distributions of flyers, circulars, or brochures announcing specific charter flights would constitute solicitation of the general public. Moreover, acceptance of non-members to participate in charter flights would constitute solicitation of the general public, even though there was no overt advertisement of the flights beyond the membership of the chartering organization. Solicitation of persons who have not been members of the chartering organization for at least six months to participate in an affinity charter flight is construed to be solicitation of the general public, even though the chartering organization and the prospective charter participants are willing to backdate the membership to give the appearance of membership for a period of six months. Any invitation to join an organization which simultaneously announces one or more proposed charter flights, giving such information as dates, points, or price, is construed to be a solicitation of the general public, even though it occurs six months or more prior to the proposed charter flight.

Under the affinity charter rules, a travel agent (including any person engaged in the business of forming groups for transportation or the solicitation or sale of transportation services) may not charter an aircraft, sponsor a charter, or sign a charter contract for the chartering organization, but he may assist in the administration of a charter operation. However, in performing administrative functions, he may not take the initiative in organizing a charter, or proceed with the solicitation of members of an organization without the approval and cooperation of such organization. In addition, a travel agent may not receive a commission from both the direct air carrier and the charterer for the same service, and may not make payments or extend gratuities to any member of a chartering organization, whether in relations to the air transportation or otherwise.

You should also know that, in addition to planeload passenger charters of one of the basic charter types, there can be more than one passenger group on an aircraft under an arrangement called a "split charter." However, each group on the split charter must contract with the air carrier for at least 40 seats, and the entire capacity of the aircraft must be chartered by the groups sharing an aircraft. The different groups on a split charter on any one aircraft may be from any of the basic charter types.

Additionally, affinity charter has advantages of flexibility when contrasted to some of the other charter categories. Passengers can be accepted until the time of departure as long as they are *bona fide* members of the chartering organization. No financial safeguards are required; thus there is no need to put up collateral for a bond. The organizer is free to set whatever deposit and payment schedule he sees fit. And affinity charters can be offered with or without land packages and be of any time duration.

3. *Inclusive Tour Charters*

Inclusive Tour Charters (ITCs), which were authorized in 1967 and are covered by Part 378 of the CAB's Economic Regulations, were the first type that permitted travel agents to sell individual seats on charters to the general public. In setting up the rules for these ITCs, the CAB endeavored to preserve the difference between charters and individually ticketed travel on scheduled flights by substituting restrictions on land arrangements for the organizational and membership requirements used in affinity charters.

ITCs sell at a fixed price. This can be of great help in overcoming passenger resistance to the variable price of TGCs and affinity charters. Like affinity charters, you can keep signing passengers until the trip departs. Like TGCs, anyone can go.

ITCs are usually sold by tour operators through travel agents to individual travelers, but organization members can also buy them on a group basis. In this case, the organization does not incur any responsibility for filling the charter. This risk is borne by the tour operator.

Here are the requirements for inclusive tour charters:

a. *Anyone can go on an ITC.* They don't have to be members of any organization.

b. *The trip must include land arrangements.* There must be overnight stops at three different destinations at least 50 miles apart, and the tour must be at least seven days in duration.

c. *The price of the complete package must be at least 110 percent of the lowest comparable scheduled fare.* A complete tour that is priced 10 percent above the full economy fare is seldom a bargain. So, in practice, there has to be a low promotional fare available in a market before ITCs become competitively attractive. In general, this means that short seven-day ITCs are usually feasible year-round to the Caribbean and Hawaii and during the winter to Europe. Otherwise, ITCs are only feasible for trips of 14 to 21 days.

d. *Financial safeguards are required.* The organizer must be fully bonded to insure against the misappropriation of funds collected from passengers.

e. *ITCs must be sold at the fixed price.* The ITC organizer sets his price so as to allow for the number of empty seats that he expects. If he sells more than the expected number of tours, his profits are greater. If he sells fewer tours, his profits are lower.

4. *Study Group Charters*

Part 373 of the Special Regulations grants indirect air carrier authority to

study group charters. Under this part, a study group charterer may charter from a direct air carrier for the conduct of a "study group charter." A "study group" is a charter group comprised solely of *bona fide* participants in a formal academic course of study abroad which is of at least four weeks duration, and in which either the charterer is an "educational institution" or the study course is conducted at one or more foreign educational institutions abroad and includes a minimum of 15 hours of classroom instruction per week for the first four weeks. In short, a "study group charter" means a charter where the group qualifies as a study group, a minimum of four weeks elapses between departure and return, and the price to each participant shall include, at a minimum, at least two meals per day, all sleeping accommodations, all necessary air and surface transportation between all places on the itinerary, and tuition. Mass media advertising is permitted in the solicitation of study group charter participants. A study group charterer must file with the board a study group statement as described in section 373.10 covering each charter or series of charters, including a surety bond protecting participants' deposits.

5. *Overseas Military Personnel Charter*

Part 372 of the board's special regulations grants indirect air carrier authority to overseas military personnel charter operators to operate charters for military personnel on active duty and some others.

This has no applicability to alumni travel unless, of course, the University of Texas should declare war on the University of Oklahoma and all the alumni fight it out in some foreign country. I mention this category of charter travel only to let you know there are six different types authorized by the CAB.

6. *Travel Group Charter*

The basic idea of travel group charters is that 40 or more persons may enter into a charter contract to provide themselves with round-trip air transportation for a trip which is to last a minimum of seven days (or 10 days to destinations other than within North America). Each participant must pay a pro rata share of the charter cost, and the charter contract must be submitted to the board by the charter organizer no later than 60 days prior to the date of departure. At that time the charter organizer must submit a list of the participants and certification that each participant has made an initial deposit of at least 25 percent of the minimum pro rata charter price. This minimum pro rata price may be increased by as much as 20 percent if the cost of the charters increase or if there are unsold seats or defaulting participants who cannot be replaced. After submission of the contract, the initial deposit is nonrefundable, except in certain cases where a person is unable to participate due to death, illness, or cancellation of the charter through no fault of his own.

Mass media advertising is permitted in the solicitation of travel group charter participants.

The travel group charter organizer must file with the Board certain documents as described in section 372a.22, including a surety bond for the protection of customers' deposits.

Group Fare Possibilities for Alumni Travel

Although charter air travel is substantially less expensive – often less than half the cost – than flying on scheduled aircraft, there are many occasions when alumni organizations will find it expedient to bypass chartering and focus instead on the relative bargains hidden in the fine print of the tariff schedules.

At the University of Michigan, for instance, there was an increasingly successful alumni travel program for six years before the first charter flight was undertaken. Now, another eight years later, Michigan has had close to 50 round-trip charters in the program but still continues to utilize group flights and fares on selected travel offerings.

Here, beyond pointing you in the right direction, we cannot be of much specific help. Fare structures in the travel industry are incredibly complex, as you know. A story in the *Wall Street Journal* noted that a traveler is faced with a bewildering array – bicentennial fares, daylight savings fares, demand scheduling fares, look ahead fares, layaway fares, "Discover America" fares, "Spirit of '76" fares, and the experimental no frills fare.

Indeed, the same story quoted a TWA spokesman as saying a check of their computers shows "we're selling more than 20 different fares on the New York-Los Angeles route alone."

This pertains to the domestic area, of course, but international fares are just about as complex. By way of illustration, I invite you to take a look at Pan Am's new North Atlantic fare guide. There are 17 different types of fares listed in the columns across the top of a two-page spread and then ten different categories of conditions which apply to each of them.

With a little patience, however, and some study of fare guides like the one mentioned, you can gain an understanding of the bargain possibilities which do exist. We call your particular attention to the affinity group fares, the rules which pertain to them, and the potential dollar savings available to you.

The New OTC Proposal – A Revolutionary Development?

Finally, in this intricate, somewhat bewildering area of charter regulations, air fare complexities, and CAB rulings, we call your attention to three new initials – OTC – of immense potential import to all of us.

OTC stands for One-stop-inclusive Tour Charters, in CAB lexicon, and some recent developments deserve our thoughtful attention.

Large segments of the air travel industry are currently giving night-and-day study to the substance and the impact of these OTC proposals. My personal opinion is that they will become the seventh type of charter travel authorized by the CAB, in pretty much the same form as now outlined. This will be a significant development.

Briefly, and at the risk of oversimplification, here are some of the liberalizing features of the new OTC proposals:

• There are no membership requirements as in the affinity regulations. OTC trips can be promoted in any manner and sold to anyone.

• There is no requirement that the tour include three separate destinations, spaced at least 50 miles apart, as the ITC plan demands.

• There will still be some land arrangements required, but their dollar level will be lower.

• The minimum length of OTCs represents a substantial liberalization of previous plans and will permit many more low-priced travel opportunities. North American trips can be as short as four days and all others as brief as seven days.

• The filing of passenger lists will be reduced to 15 days ahead of departure for North American and 30 days in advance of charter flights elsewhere.

Your alumni are soon to be presented with an abundance of bargain-priced travel offerings; the competition is apt to be severe. If you've had difficulty filling affinity charters, here's a way you can avoid that problem. But such a move, it seems to me, presents a new problem, and that leads to the next subject.

II. Tax Implications and Considerations

Legally, of course, we as alumni organizations have every right to plunge full-scale into the new OTC charter operation, as far as the CAB is concerned.

But if one of our motives for doing so is to attract additional participants who do not qualify for alumni travel under the affinity regulations — Aunt Susie, the neighbors across the street, one of our graduates who never got around to joining the association, then I suggest this is an area of danger from a very different standpoint.

The alumnus who is not a current member is no problem, as I view it. But I'm apprehensive about the reaction of the Internal Revenue Service to an alumni travel program which provides tours for participants outside our respective constituencies.

Some of us currently hold a designation by the Internal Revenue Service as an exempt charitable and educational organization under Section 501 (c) (3) of the IRS Code. Such status provides important tax, gift-receiving, and mailing privileges. It is in our interest to make certain that we are in full compliance with the IRS rulings, and we should know in advance if any course of action under consideration might endanger our status.

Conceivably, the advantages of some program might outweigh the disadvantages of losing 501 (c) (3) status. But this should be a conscious decision on your part to exchange one for the other. Don't lose your 501 (c) (3) status out of ignorance or innocence.

I do not profess to be a tax expert, but I do have at hand a document prepared by Mike Koll of the University of California at Berkeley titled "Tax Problems — Are They Just Around the Corner?". It happens that the California Alumni Association went to court back in 1956 and successfully won a landmark case which provided it with 501 (c) (3) status. Now, California is concerned with program areas that might be considered as unrelated or non-related income. Time

will not permit a review here, but I'll be glad to share Mike Koll's paper and some judgments from his tax counsel with any of you who may be interested.

Your Personal Tax Status

How about your personal tax status in relation to alumni travel? Do you owe the IRS more personal income tax because you have taken an alumni trip which cost you nothing out-of-pocket and might be viewed as a form of compensation that should be taxed?

I certainly don't hear about everything that goes on all across this country, but only two such instances have ever come to my attention. The alumni director of one of our Big Ten institutions was challenged by the tax authorities of his own state, rather than the IRS. I understand that he successfully convinced his questioners and did not have to pay state income tax for the alumni travel.

The other incident is strictly hearsay. I heard some years ago about an alumni executive in one of the western states who was invited, along with his wife, to share in a free journey to Hawaii and there participate in the festivities centered around the opening of a new hotel facility. I remember this part of it quite well, for a similar invitation reached our office and we declined with thanks. In any event, I heard later that the travel firm sponsoring this entire undertaking claimed all its expenditures as a business expense. This is understandable but in the process, I'm told, the travel firm had to supply complete corroborating evidence to the IRS which, in turn, approached the alumni executive on his free trip. The outcome is unknown to me.

I have two reasons for assuming that none of us who has accompanied alumni travel programs has been assessed personal income tax. First, word of such an assessment would spread like wildfire. Second, I assume you are all carefully documenting in written records of some sort – Board or Executive Committee Minutes – the fact that your alumni travel is a responsibility of your position, that it's a working assignment, and that you are the official representative of the sponsoring organization.

Tax Situation for Alumni Participants

In general, I think it true that our alumni travel offerings do not provide tax write-off opportunities for our participants.

At Michigan, we have never endeavored to shape structured programs that might qualify under the increasingly strict IRS guidelines for educational travel. A few travel participants may take a deduction for business transacted overseas but that is strictly a matter between an individual and the IRS.

III. Financial Arrangements

Alumni travel programs can be administered in such a way that they turn out to be totally self-sustaining. If the alumni administrator wishes, not a single penny of association resources need be invested, including the funds to cover cost of office space, administrator's time, use of office equipment, and the salaries of those staff members assigned to accompany the trip.

In the first place, one needs to set prices in such a way that travel income provides sufficient

dollars to offset all costs, the obscure as well as the obvious ones. At Michigan, every trip is budgeted to produce revenue for these purposes. In some instances, a fixed percentage of all the fares paid by our constituents accrues to the association. This method is particularly applicable to ship cruises, and historically the percentage range is from approximately 6 to 10 percent. More often, however, we secure proposals from travel agencies that quote a net price per paying passenger. We then establish the selling price, with the difference accruing to the association.

From this alumni travel income, we pay all expenses properly chargeable to the alumni travel program. Because we are a non-profit organization, we do not think we should make money from alumni travel. We do feel strongly, however, that the program should be totally self-sustaining.

To illustrate, the University of Michigan charges off as alumni travel expenses: 10 percent of the executive director's salary; 50 percent of the salary of the staff individual who coordinates the alumni travel program; 100 percent of the travel coordinator's secretary's salary; and 25 percent of the salary of the association's business manager. In addition, each time a staff member is assigned as an official representative on an alumni trip, that individual's complete salary during the time of the journey is charged to alumni travel. Finally, since alumni travel has become an integral part of the association's program, 10 percent of Michigan's office overhead is charged against travel income.

Compared with other alumni programs like reunions, constituent societies, alumni clubs, etc., the travel program is one of the few which pay its way.

IV. Contracts

Contracts in the alumni travel world take several forms. Foremost of course is the agreement between your alumni organization and the travel agency with whom you place your business. This contract should be tailored to your specifications — and the agency's — and spell out precisely all the elements of the travel venture. It should include itinerary; mode of transportation; land arrangements; specifics on meals, sightseeing, gratuities and taxes; the dollar arrangements; payment and refund policies; staffing and promotion details; and all other important areas.

The contract between your organization and your alumni travelers consists of the offer you make to them through your printed travel announcement and their acceptance of it by placing reservations. There need not be an endless array of fine print in your brochure, but certainly it is your obligation to describe fully and honestly all the important details in order that there be complete understanding.

If your alumni travel program includes an affinity charter aircraft, there are multiple agreements to be signed. It is imperative that the individual in your organization who executes this contract have a solid working knowledge of all the applicable rules and regulations.

V. Insurance

In outlining alumni travel insurance protections, there are two basic considerations. One is to safeguard your alumni organization to the maximum degree, and the other is to help your alumni traveler to protect himself.

Nothing you can do will absolutely prevent a law suit against your organization. Despite the disclaimers to be found in fine print statements and even if your travelers willingly sign waivers in advance, you can be sued.

At Michigan, we have protected our association against this possibility by having ourselves written in as an additional named assured in the policies our travel agencies carry to protect themselves. These amount to $4,000,000 in various liability coverages. One major benefit to us is that the insurance company would bear our legal defense costs – which could be most sizeable – in the event of law suits.

Alumni travelers have available to them a number of insurance protections, including baggage loss or damage, life, accident, and air refunder. At Michigan, we prefer to let our travel agencies offer these coverages directly to our alumni travelers.

DESIGNING THE TOUR: WHO, WHEN, WHERE, HOW MUCH AND HOW LONG?

Jack Maguire*
University of Texas Ex-Student's Association

Starting a successful travel program is much less difficult, and far more fun, than launching an annual fund solicitation or planning a class reunion. Like any other undertaking, however, there are a few tricks of the trade that will help assure success.

Knowing your market is the first rule. If you have only 500 alumni, you obviously can't sell an affinity charter that requires you to fill 179 seats. But you can sell a group trip for 15 or more, and offer them a trip they'll enjoy even more than they would a jaunt with 250 people on a stretched DC-8. At the University of Texas at Austin, we happen to have 250,000 alumni, and we have made the mistake of taking as many as 650 of them on a single "Flying Longhorn" tour. But one of our most enjoyable – and, incidentally, most profitable – trips is an annual four-day bus trip to the Big Bend country of Texas with only 30 people aboard.

Once you've made the decision to go into alumni tours, the question is: Where to go?

Don't – if you want to keep your job and increase the annual fund – plan a "If It's Tuesday It Must Be Belgium" marathon of 14 countries in 14 days. If some of your members insist that they want to do all around Central Europe in eight days, refer them to one of the big tour operators.

Don't – if you want a continuing and meaningful travel program – plan a trip that offers nothing but fun and fellowship. A Las Vegas weekend can be fun, but fellowship can get pretty strained at the gaming tables. A week in Acapulco, even with seven days of beaches, bikinis, and blue skies, won't do much for alumni loyalty. And the IRS is taking a much closer look these days at alumni tours that don't have at least a tenuous tie to the educational purpose of the sponsoring organization.

Our own "Flying Longhorn" tours were started in 1961 on the premise that travel is the best kind of continuing education program. In 14 years, we have operated up to 12 such tours annually and carried more than 2,500 travelers to more than 100 countries. Except for an occasional football charter, there have mostly been trips that emphasized our slogan, "Lifetime Learning Through Travel." That's why, when we were in Yucatan to spend nine days studying the Mayan ruins, an anthropologist from our faculty went along to lecture. If we operate a trip to the Middle East, we arrange an Embassy briefing for alumni in Israel and a similar briefing in an Arab country.

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*Maguire is now Executive Director of the Institute of Texan Cultures.

If your goal is to offer this kind of travel program to your alumni, they will appreciate the fact that they can't buy this kind of tour from anybody else. They will be tolerant when hotels don't honor your reservations, when hot water refuses to come out of faucets, and telephone operators don't speak their tongue. Best of all, they will travel with you again and again.

On any given "Flying Longhorn Tour," two-thirds of those aboard are alumni of earlier tours. Many of our travelers have made more than a dozen "Flying Longhorn" trips. One couple is soon leaving on their 24th "Flying Longhorn Tour."

A tour has to have a destination, of course, and selecting one is always a problem. Travel vogues are changeable. You'll need to know something about your own market, and you're certain to be surprised.

We know that our alumni prefer Europe above all else, but only parts of it. They don't care for Scandinavia, favor England over France, and have a real love affair going with Iron Curtain countries. They aren't interested in South America, refuse to go to Mexico (except for a unique study tour like the one to Yucatan and the Mayan ruins), and I doubt that we could get them to Hawaii even if we gave them free trips. That's true today, but it probably won't be next year.

When we began the "Flying Longhorns," we offered nothing but 21-day trips. Alumni complained because these were too short. Perhaps they felt that way then because the New York to London flight was 10½ hours. Now that the jet aircraft has cut that schedule almost in half, we can't sell a 21-day tour. Most people consider 14-day trips too long; they want the eight to ten-day tour. In 1976, we'll operate at least three, maybe four, of these short trips.

Five years ago, we couldn't get our alumni on a boat unless it was an English channel ferry or a brief cruise in the Greek Islands. Today we can fill a cruise ship, a river steamboat, or even a raft through the Grand Canyon simply by announcing it. We think we could sell a trans-Atlantic voyage on a four-master schooner -- providing, of course, a qualified professor was along to lecture on the fine art of sailing.

For alumni, at least, there is no best time for travel. They'll go any time. Our only concern about setting the date for a trip is with weather at destination. Being careful not to send a safari to Africa during the rainy season or a mission to Moscow in December, we schedule about one trip a month all year long.

Don't price your trip too low. If your tour offers a unique and exotic itinerary, and if it has extras like an educational purpose and the opportunity to do things that the average tourist never does, you don't have to be concerned about what you're charging for it. Your alumni will buy it, and be everlastingly grateful to you.

Our association is large enough, and our "Flying Longhorn Tours" so well established, that we now are able to operate trips in three different price ranges.

Once a year, we like to run one tour aimed at our younger, less affluent alumni. We select good, medium-priced hotels, arrange travel between destinations by bus, and cut out frills. This enables us to keep the price very low but the quality pretty high.

We also are guilty of operating the big charter. I say "guilty" because I think this is the worst kind of program to offer alumni. When you cram from 179 to 250 people in an aircraft, jet them

to a single destination, then depend on the tour agency to take care of most of the ground arrangements, you're really not doing them or your association a favor. No matter how fancy the hotel or how expensive the meals or how extensive the sightseeing, this kind of trip is not for the alumni association that has continuing education as its purpose. It may be fine for civic club members, automobile dealers, or lawyers, but it's not the kind of trip that we believe our members deserve.

Yet we do operate one or two of these mass movements each year. Why? Because, like the inexpensive trips for young alumni, they help us to sell the kind of trip we're proud of. The agencies that operate these tours are experts in running back-to-back, single destination charters. Usually the destinations they choose are unusual; the accomodations are nearly always deluxe; the price is the lowest available anywhere. So we do operate these charters, but only on our terms.

We insist, for example, that the travelers have specially designed "Flying Longhorn" name tags. Their flight bags must be in our colors and with our "Flying Longhorn" emblem on them. Their luggage tags are our special "Flying Longhorn" personalized tags. We want our travelers to feel that they're with the "Flying Longhorns" and not on a tour run by European Holidays or Asian Adventures, Inc.

And at destination, we insist that alumni who live in that area — foreign nationals or expatriate Americans — be included in any cocktail parties, dinners, or other get-togethers. We also insist that all pre-trip arrangements are handled through our office by our staff and not by some travel agency to whom "Flying Longhorns" are no different from a local of carpenters and joiners. In this way, we try to preserve some of the things that have made the "Flying Longhorn" program such a success.

Our third, and favorite, trip is the unique, expensive trip tailored for groups no larger than 40. With such a group, travel can become truly a life-time learning experience. Such a group is small enough so that the travelers get to know each other well, and many long-lasting friendships have begun on such tours. With a small group, we can send books and reading lists to tour members in advance, hold briefings for them with experts in the field or the area they'll be studying, and arrange admission to many places that are closed to the masses.

If we're going to London, for example, it's no trick to have the Texas Society there to arrange a cocktail party in the House of Lords for 40 people; if we had 179 in tow, it would require five busses and a couple of hours just to traipse them through the Houses of Parliament.

Whether your tour is for 30 or 300, you have to find somebody to handle the details for you. Finding that somebody may be the hardest job you'll face.

First, you must know a little about the economics of the travel business. The services of a travel agent, so the ads say, cost you absolutely nothing. That's true — to a point. If you walk into a travel agency and book an airline flight from Kansas City to New York, or from Kansas City around the world, it costs you exactly what it would cost you at an airline ticket counter. The agent is paid a commission by the airline. Ditto when you use a travel agent for booking hotel rooms, a rental car or whatever.

When it comes to operating a tour, however, it's a different ball game. And whatever the final score, the one who is going to profit most is your friendly travel agent. His gross profit will

be at least one third of the total cost of your tour, and sometimes much more. So if you offer the trip to your members for $999, at least $333 of that price is going into your agent's wallet. If you're going to add a markup for your own association – to help take care of promotion, staff time, etc. – as much as 40 percent or more of a tour's selling price can be siphoned off as commissions and charges.

Now your travel agent isn't going to gross this amount by adding a third to the price of the package. If he did, the tour would cost so much that nobody would travel in groups. He makes his profit in indirect ways. If it's a big tour that requires a charter, for example, he's going to get a minimum of 5 percent of the flight cost as a commission from the airline. Today this can be between $2,500 and $3,500. In addition, and quite illegally, some airlines are not unwilling to sweeten the agent's share a bit by paying him an additional $10 to $25 per person if the competition for business merits it. None of this costs the passenger any more – it's just the way the travel business sometimes operates.

In some cases, the agent may do the complete package himself. If he's one of the big back-to-back charter operators, he has enough volume to maintain a staff at the destinations to which he is operating at a given time. They book blocks of hotel rooms, make the arrangements for sightseeing busses and local guides, and take care of the many other tour details. If your tour is a custom designed trip for a small group, you again will deal usually with only one agent – but he may deal with a dozen.

Most so-called "local" travel agents don't have anywhere near the volume of business to keep staff working around the world, nor is it profitable for them to send somebody ahead of the tour to make the hotel booking, etc. So once he or she has completed a tour package that you accept, the local agent turns it over to a wholesaler.

Whether you're dealing with the big operators of charter tours or the individual local agent, the economics won't differ very much. Either can produce a tour at a price far below anything you could produce on your own – and still gross 30 percent or more. Here's why: If you need 15 double rooms in the Grosvenor House in London and contract the hotel directly, you're going to pay the advertised standard rate of, say, $35 per person, double occupancy, for bed and breakfast. But a travel agent – even one who may not book very many rooms a year – is going to get a 10 percent commission. If the agent's a big operator that books several hundred rooms a year from the same hotel and on a steady basis, the hotel management isn't stupid. They're quite willing to sell the same room at, say, $25 per person and still give a 10 percent commission.

The agent then sells your association the room at $30 a person – a big savings to you. He or she, of course, pocket $7.50 per person on the deal – the $2.50 commission on the $25 room cost, plus the $5 overcharge to you. Yet you're happy because you've saved money and the agent's happy to have made a lot of money. On a group of 179 people, he or she can pick up over $1,300 per night.

The same sorts of deals are worked out with the sightseeing busses, on fees to the local guides, on admission prices to museums, etc. And the gross profits can be astronomical.

In defense of the travel business, however, let me point out that operating costs are just as astronomical – and the chances of taking a big loss on a tour are high. The tour operator is putting up all of the "front money" – the deposits required by airlines, hotels, bus operators, etc. He is paying all promotion costs, and those four-color brochures don't come cheap. If you decide

to run a tour and it doesn't sell, the tour operator can drop $5,000 or more. So be sympathetic when you discover that he may net $10,000 or more on one of your trips; he might lose that much on the next five you try to operate.

In 14 years of sponsoring "Flying Longhorns Tours," we have not discovered the perfect agent to operate them for us. Nor is there any sure way that I know to determine the financial stability of an agent or to be certain that he will deliver what he promises. Travel is a precarious business. Within the last six months, three of the largest, most respected agencies in the business have gone bankrupt. Just because an agent operates one tour for you in a satisfactory manner is no guarantee that the next one won't be a disaster.

As insurance against the financial instability of your agent, always make certain that the individual from your staff who is accompanying the tour (and never let a tour go out *without* such a representative) has an American Express credit card with a high credit limit. Also be sure that he is equipped with an International Air Transport Association credit card that permits the purchase of unlimited airline space. Here's why.

Once I landed a group of 110 "Flying Longhorns" in Athens, expecting to be met by busses to take them to Piraeus to board a ship for an Aegean cruise. Instead, I was met by the owner of the busses. The agency we were using – a highly respected one, by the way – still owed the Greek bus line for six similar transfers of large groups. I was told that the busses were there, however, and if I would sign for the cost on my personal American Express card, we'd get the group to the ship. I signed, and we did.

On another occasion, at the Gore Hotel in London, we had arranged a farewell banquet for our group at the Elizabethan Room. As we unloaded five bus loads at the hotel entrance, I was being paged by the manager. Again I was told that the agency we were using owed the hotel several thousand dollars. Again my personal American Express card kept the group from going hungry and, quite possibly, from blacklisting "The Flying Longhorns" for all future trips.

Airlines have, I believe, stopped the practice of issuing group tickets on credit, even to a reputable agent. On one occasion, however, we were stopped at an airline check-in counter because the agent hadn't paid for the tickets. My IATA credit card took care of some 40 tickets. Otherwise this particular trip would have ended some 8,000 miles from home. These cards can be obtained through any major airline. There is usually a $400 deposit required.

Once you've selected a destination, found an agent, packaged a tour and sold it, you're ready to meet your passengers. You're going to discover that every tour is made up of two kinds of people: The kind you'd die for, if necessary, and the kind you want to outlive.

If your flight is delayed by weather or for mechanical reasons, they'll blame you instead of the airline. If you put them up in a hotel with varying room sizes (and most of the great European hotels aren't as standardized as Holiday Inns), those with the good rooms will buy you a drink and those in the smaller ones will revile you. You'll have planned too much sightseeing for some and too little for others. And at least one couple will always try to grab the front seats on the bus, a practice we've stopped by making everybody move back one seat each sightseeing trip.

Steel yourself for the fact that anything – but anything – can happen. As we were about to take off from Houston with 36 "Flying Longhorns" for Yucatan, we almost missed the plane because one of the passengers had left her birth control pills at home. The two physicians along

were willing to write a prescription, but there is no drug store in the Houston International Airport. Finally, we made some discreet inquiries among our group, discovered that another passenger using the same pills was willing to share.

On a trip to the Middle East a few years ago, things got off to a bad start when one of our passengers died in her sleep in the Hilton Hotel in Cairo. But that was only the beginning of the nightmare. On that one trip, four suffered heart attacks, six were injured in a bus accident, and we had 72 in bed at one time in Jerusalem with Pharaoh's revenge. We had a tour doctor along — we often carry one when we have a large group traveling to an exotic destination — and he developed a kidney stone.

Why, then, should people in their right mind get into the business of operating tours? And why, of all organizations, should it be the business of an alumni association?

My own answer would be that my association has never had a program in our history that has done as much to build alumni loyalty and to identify leadership potential.

Our association's last four presidents had never shown any interest in the organization until they made a "Flying Longhorn Tour." We are housed in a beautiful Alumni Center because, on a "Flying Longhorn" trip, the man who was then our president decided that his goal was to raise the necessary funds. Thousands of the dollars that make up our Ex-Students' Association Permanent Endowment Fund were contributed by "Flying Longhorns" either while on a trip or soon after coming home. Today the majority of the members of our Executive Council and hundreds of the volunteers who work on our programs are proud that they also are "Flying Longhorns."

Perhaps even more important is the fact that our tours have enabled us to take the University of Texas to our alumni around the world. How can any of the 100 "Flying Longhorns" forget landing in Anchorage, Alaska, one time and being met at the airport by 100 Texas Exes who had come in from all over Alaska? Or the time we landed in Tokyo at midnight to be met by a country western band playing "Deep in the Heart of Texas" and a banner saying, "Japan Welcomes the Long-Frying Horns," then to be greeted by a Japanese alumnus who had flown 1,100 miles from the outer islands to spend four days with us?

Or that moment, a few years back, in Budapest when we were met by our only alumnus in the Hungarian capital — a retired engineer in his 70s. And going with him to dinner that evening at a great Budapest hotel where a chamber music quartet played softly in the background. Then, to our surprise, suddenly they were playing "The Eyes of Texas."

It was his special gift for us, and for a University far away which he had learned to love years ago. When he heard that "The Flying Longhorns" were coming, he had gone to the American Library in Budapest. Somewhere, somehow, they had found the music to "I've Been Working on the Railroad." For more than a month, he had gone to the hotel each night after the musicians had finished playing for the diners and had rehearsed them. It probably was the most beautiful rendition of "The Eyes of Texas" that we'll ever hear.

And that's why we're going to keep on running tours for our alumni.

MARKETING AND PROMOTIONS OF ALUMNI TOURS

Stanley .. McAnally
The University of Tennessee System

The marketing of an alumni tour starts when you select the trip and never ends. Like the annual giving program in which your best fund appeal for the next campaign is the way you handle the donor's gift this year, how you do your travel tour now will affect future participation.

Here are a few general comments before I give you some specifics.

First of all, like any good salesman, to be successful you must be convinced personally of the value of the product you are marketing. Be convinced that you are providing a unique service to your alumni. No travel agent can provide what you can – personal attention, congenial travel companions, learning opportunities, etc. There is a common bond established among the participants that the travel-for-profit operator cannot duplicate.

Secondly, don't be in the travel business with the idea of using it as an overt fund raiser. The alumni travel program should be a service program first. However, if our experience can serve as an example, gifts will come from the participants of your travel program.

From 1971 through 1974, we have attributed to our travel program the following: 11 new members of the Presidents Club ($1,000 + per year); 115 new Century Club memberships; 129 new contributors; and 63 former donors who have increased their contributions after the travel program.

Now to some specifics in the marketing of alumni tour programs.

The staffing of the tour is of primary importance. The personality of the staff person(s) can be the key to a successful tour. Staff the tour with university personnel and key volunteers in the alumni/development area.

The University of Tennessee travel program sends at least two staff members on the tour, as well as one or more volunteer workers (*i.e.*: president of Alumni Association, chairman of annual giving, chairman of Development Committee, etc.). Staff and volunteers go on the tour with specific responsibilities detailed in advance.

A helpful attitude is perhaps the most important attribute that a staff or volunteer worker can have. Experienced travelers soon learn that, in the travel business, there is no such thing as a "freebie"; somebody is paying for everything. It does not take much imagination to realize that the "somebody" is usually the tour participant. Therefore, it is important that those who go on the tour as working representatives distinguish themselves as helping hands who make the tour successful for the participants.

Some alumni associations have sent the university president and other top administrators as guests and have reported positive results.

There are many variables in the marketing of an alumni travel program. At the University of Tennessee, this is our usual procedure:

1. Each tour is designated two years in advance by the Board of Governors of the National Alumni Association.

2. A general brochure listing all tour offerings is written and designed in cooperation with the travel agent(s). The brochure is mailed to all alumni of record (80,000). These brochures, which cost about 4 cents each, are an important part of the service program. They inform alumni of future tours, and serve as a reminder that the National Alumni Association is doing something for alumni.

3. A specific brochure on each tour is mailed six months before departure. This brochure, prepared by the tour agent, is sent out with a letter from the president of the National Alumni Association. This mailing goes to current contributors because the tour program is limited to contributors to the Annual Giving Program and their immediate families.

4. Responses to the brochures come directly to the Alumni Office where an initial acknowledgement is sent.

5. As soon as reservations (with the required deposit) are received, we send a questionnaire with a "welcome aboard" letter from the tour host (staff or volunteer). This questionnaire asks for information including campus attended, class year, occupation, other members of family, business and home address, name of spouse, smoking status, etc.

6. The tour agent is then informed, and he or she sends out such things as receipt for deposit and information on passport, insurance, currency exchange, inoculations required or recommended, weather, etc.

7. The information from the questionnaire is compiled into a directory which is distributed to all participants two weeks before departure. This allows people to continue the relationship initiated by the tour.

Many universities offer such services as tape lending libraries, specialized luggage identification tags, personal tour journals, group and/or individual photographs. These services help make the tour more pleasant and encourage participants to go again and/or to tell others about the experience.

Remember that marketing never ends. You will find that the personal attention you give to alumni now will have great benefits in the future. Soon you may find yourself in our situation: some 60 percent of our tour participants are repeaters.

CARE AND FEEDING OF TOUR PARTICIPANTS

Frank Jones
Indiana University

When you read this section, bear in mind that it represents the travel program developed at Indiana University. Our program involves a dues paying Alumni Association of 50,000 and includes tours co-sponsored by subgroups such as continuing education, law, medical, and dentistry, etc. The IU travel program has been in effect for almost 10 years, and now over 50 percent of our participants are repeating.

Here are some of the things we have learned.

There are all kinds of organizations traveling abroad via group travel. Yet, when one thinks about it, the alumni association has *one* unique advantage over most of these organizations. This great advantage is the fact that most universities have alumni living overseas. Our overseas tour program is the greatest single part of our program of keeping in contact with IU alumni living abroad. Wherever we travel, we always include opportunities for alumni living abroad to meet with our tour group.

We firmly believe that, to make a tour effective, there should be official hosts with clearly defined responsibilities. Our tour host must be a university officer, member of the faculty, Alumni Association officer, or other well-known alumni. As a matter of policy, we send a staff member on every tour which involves more than 80 people.

The president's office selects the official university host and the Alumni Association executive secretary invites the Alumni Association official and/or staff member.

For each tour, our director of alumni travel programs meets with the hosts and goes over a checklist of responsibilities (see appendix for a sample).

We feel there are six main responsibilities for tour hosts. *First* of all, the host should understand that the general purpose of the tour program is to build alumni support of the university and the Alumni Association. *Second,* tour members should have the opportunity to continue to learn about the university and to be aware that the tour program is an educational program for alumni. A *third* responsibility is to assist the members of the tour in broadening their acquaintanceship among tour members. The *fourth* item involves the responsibility to check for sickness and accidents among tour members. Many times, people do not know what to do when they are sick overseas. They are reluctant to call the travel agent about their sickness, and retire to their rooms to suffer in silence. This introduces the *fifth* responsibility: to be the link between the tour agent and members of the tour. Many of our travelers do not realize the services available to them through proper use of the travel agent's professional knowledge. *Last* but not least, the tour host is required to present a written evaluation of the tour after the tour returns. This is

invaluable. It helps the tour planner in the alumni office evaluate both the marketability of future tours and the efficiency of the tour operator.

As I mentioned before, involving alumni who live in the countries to be visited is very important. This requires planning several months in advance, inasmuch as international mails go very slowly. A tour host must be prepared to meet foreign alumni who are invited to meet tour members. Tour hosts should take along badges, souvenirs, decals, pictures, certificates, and other materials of interest to alumni living abroad.

Now let's consider special events that make a tour more memorable. Get-acquainted parties at the beginning of the tour and a reception on the final night of the tour are important parts of any IU tour program. However, we have found that perhaps the association's finest reward, in terms of evaluating our program, comes with the reunion that comes three to five weeks after the return of the tour. The reunion provides an opportunity for people to share pictures, slides, etc., from the tour. Veteran tour members seem to be able to use their time to better advantage in seeing more things on a tour, and newer members can learn from them how to do it.

We've also had very fine success with pre-tour lectures on the geography and language of the areas to be visited. This is especially important on tours to areas where historical sights are important. A tour to the ancient Mayan cities of Mexico can be made definitely more valuable to alumni if they spend an evening studying the Mayan civilization before they go. It is also important that alumni clubs existing overseas be given an opportunity to schedule an alumni club meeting to which members of the tour are invited. This, in many cases, brings out local alumni to meet the visiting alumni and often produces personal invitations for tour members to visit the homes of the foreign alumni.

Perhaps the toughest problem to handle on any tour is the death of a tour member. This has happened to use on two occasions. Of course, such a sad happening taxes the abilities of the tour host who becomes the communicator between the tour agent and the tour members. The legal details are taken care of by the tour agent, but the rapport among the tour members is the responsibility of the tour host. In many cases, an alumni physician traveling on the tour can be a great help in time of accident or illness among the tour members.

Still another problem concerns airplanes that do not leave on schedule. You cannot blame a tour agent for the lateness of an airplane, but he or she can be blamed for not keeping members of the tour informed on exactly what is happening. Whether it be a delay in the plane, delay in the bus, or delay in being able to move into a hotel, it is important that the members be told at all times what's going on. We feel it is the role of the tour host to do everything he or she can to keep rumors from starting and spreading, and to help keep people informed as to the essential problems which surround delays. Other problems – such as incompatible roommates and rooms that are sub-par – are items the tour host can make sure are handled by the tour agent.

Experience indicates that "misfits" appear on tours no matter what you do to prevent them from signing up. A person who is an alcoholic, or a person who regularly keeps tour members waiting, can be disastrous if they are not dealt with. We feel the best way to approach this kind of person is to be forthright and honest in telling him or her that the actions in question jeopardize the tour for other members. I have offered to pay for a homeward bound ticket for a tour member who is not able to get along with his fellow alumni.

Our director of tours keeps a master file on every tour. This master file contains all mailing,

bulk and otherwise, sent to alumni regarding the tour. It includes all letters and names of tour members who have indicated an interest in the tour and who finally sign up. All special requests, such as diabetic food, room requests, etc., are copied and put in the file before they are sent to the tour agent. The first name of every individual on the tour, including nicknames and degree, is also kept in the folder. After the tour, the evaluation by the tour hosts and the evaluation form sent to each tour participant is also included in the folder. We also add financial statements, before the folder is filed away.

It is essential that the tour host read through the folder before the tour leaves. And many hosts want to read through the folder after the tour returns. This folder is also valuable in planning future tours to the same area. When you are in the tour business more than three or four years, you realize repeat tours are sometimes more effective than tours to new places.

Now for some miscellaneous observations.

Insurance coverage for your participants can be a good service. Find a reliable company and offer through your publications some of the following: baggage loss insurance — it doesn't cost much but can really be a great help in case of loss; additional trip life insurance — this gives the participant a feeling of security for a small cost; and insurance to cover a refund if a person has to cancel due to certain emergencies.

Have your staff member take a Polaroid camera and photograph each participant or couple in front of some memorable spot. Give this to them as a gift of the association. The cost is not great, and this gesture makes for good relationships.

The staff tour host should be given some funds for emergencies and for entertainment of individual tour participants or the group. We suggest $300 per tour.

Be sure to allow shopping time stops when and where appropriate.

Keep adequate records of each tour, including hotel accommodation, local sight-seeing tours, tour guides, agent, and individual participants so that future trips can be made more meaningful.

Send an evaluation questionnaire to each participant after the tour to ascertain the effectiveness of what you are trying to do.

Conducting a large tour group is hard work, a point that not everyone realizes. In fact, if a tour program runs smoothly, it means that someone behind the scenes is working like mad!

APPENDIX

A. Group and Incentive Travel Glossary

A

Affinity Charter – The contracting of space on a plane by an affinity group.

Affinity Group, "AFT" – This term applies to a group of persons traveling together on the same flight who are members or employees of the same association, corporation, company, or other legal entity, which has principal aims and objectives other than travel, and has sufficient affinity to distinguish and set it apart from the general public.

Each member of the group must be a member or employee of the organization or company at the time that written application is made, and must have been a member or employee for at least six months prior to the date of commencement of travel. The group can include the spouse and dependent children and the parents of the person who is the member or the employee. The parents, however, must live in the household with the employee or the member. The spouse, dependent children, or parent must be accompanied on the flight by the member or employee.

AFF (Affinity Group on Charter Flights) – Available only to *bona fide* affinity groups with a minimum of 40 passengers. All scheduled and supplemental airlines are currently authorized by U. S. CAB to perform split affinity charters. However, the number of "splits" permitted on the same flight depends on the country or destination.

American Plan – A hotel plan under which the daily rate includes the cost of the room and three full meals.

ATC (Air Traffic Conference) – A division of the Air Transport Association responsible for establishing standards and methods by which the domestic airlines agree to deal with each other as well as methods by which the entire airline industry in the U. S. should deal with various segments of the travel industry including international airlines, travel agents, etc.

B

Back-to-Back (adjective) – Description of a travel program operated on a continuous non-interrupted basis with a minimal number of minutes or hours between the departure of one group and the arrival of the next.

C

CAB (The Civil Aeronautics Board) – The federal agency responsible for regulations governing in-

ternational air service to and from the U. S. as well as U. S. domestic air service. The CAB considers such aviation matters as need for air service, public convenience and safety, equitable air fares, and regulation of air transportation (cargo as well as passenger service). The CAB controls rates, schedules, airlines routes, and charters.

"California" King-Size Bed – According to the National Association of Bedding Manufacturers, this is the terminology applied to king-size beds that are marketed in California and many parts of the Southwest. The measurements of this bed are 72 in. wide and 80 in. long.

Charter (verb) – To contract for the exclusive use of all or a specific number of seats or amount of space on land, air, or water conveyance for a specific period of time and for a specific itinerary.

Closed-End (adjective) – Description of a travel program that limits the number of participants by one or more factors such as budget, job classification(s), job performance, or capacities of conveyances or hotels (see open-end).

Comp Rooms (Complimentary rooms) – The rooms that a hotel offers to a group in ratio to the total number of rooms occupied by the group. Today, for the most part, the going figure is one comp room for each 50 rooms occupied by the group.

Concierge – The title or position of the staff person in European hotels who handles such duties as porter services, mail, reservations for the theater and other events such as tours, sports events, etc. Practically all European hotels employ a concierge, and so do some hotels in other countries.

Configuration – The arrangement of seats within an aircraft. The seating pattern would determine the number of seats and the amount of space between seats. Example: A DC-8 stretch aircraft with a configuration of 252 seats would allow a pitch of only 32 inches for the majority of seats. The same plane with a configuration of 219 seats would give a pitch of 38 inches.

Coupons – Lightweight tickets which are supplied to the participants in a group travel program to be used for such various items as meals, hotel rooms, sight-seeing tours, and other features of the program. Also frequently referred to as vouchers.

Courier – The person who supervises the arrival and reception of travelers through customs and immigration at borders and ports of entry. The courier is usually a local person who is known to the border officials.

D

Denied Boarding Compensation – This term refers to the refund of airfare that a passenger will receive from an airline in the event the flight on which is booked cannot accommodate him or her due to overbooking. If the airline does not furnish passage to the destination within two hours of the originally scheduled departure, the airline will obtain a seat on a flight that departs the soonest thereafter and will also refund to the passenger the full amount of his fare. This refund is known as denied boarding compensation.

Direct Flight – A plane trip between two points when the aircraft makes one or more stops. In spite of the stops, the passenger taking a direct flight does not have to change planes.

Double Bed – Officially, this bed measures 53 in. wide and 75 in. long; large enough to sleep two.

Double Double – This phrase refers to a room with two double beds. It can be occupied by one, two, three, four, or more persons. Sometimes called a family room.

Double Room – A room with one double bed used by two persons.

Dry Lease – The rental of a plane without any crew or other personnel. (See Wet Lease).

E

European Plan – This hotel phrase indicates that the daily rate covers the room only. No meals are included. (See American Plan).

F

FAA (The Federal Aviation Agency) – This agency exercises control over all civil aviation: airports, equipment, pilots, security regulations, traffic control systems. The FAA licenses both private and commercial pilots.

FIT (Foreign Independent Tour) – A tour to a foreign country designed (tailor-made) to an individual's specified desires or requirements.

Full American Plan (FAP) – Same as American Plan (AP). A hotel plan under which the daily rate includes a room plus breakfast, lunch, and dinner.

G

Garni – This word attached to the name of a hotel means that it does not have a dining room or restaurant.

GIT (Group Inclusive Tour) – This phrase is covered under the definition of tour basing fare. Available on scheduled flights, minimum sizes vary with destination, generally 10-15 passengers. Wholesalers and carriers make up the minimum group.

GRP (Affinity Group on Scheduled Flights) – Must meet affinity requirements and minimum group of 40 passengers.

Group Tavel – A travel program or plan organized and designed so that all participants will depart on the same conveyance and follow the same schedule of activities upon arrival at their destination.

Group Travel Specialist – This term, comparatively new but attaining wider usage each year, means those travel agencies that specialize in designing and handling group travel. Group travel specialists are travel agents, but not all travel agents are group travel specialists.

H

Hot Tag – A special colored or coded tag placed on a VIP's luggage to ensure special handling.

I

IATA – (Pronounced "eye-AH-ta"). Abbreviation for International Air Transport Association, the world travel association of airlines that operate international services. IATA provides the machinery which makes it possible for the world to benefit from a universal system of air transportation.

Incentive Travel – A motivational program designed to stimulate achievement of pre-determined goals and objectives by offering travel as a reward. Incentive travel might be used to achieve hundreds of different goals. Some are: to increase sales, to stimulate productivity, to reduce operating costs, to reduce absenteeism and/or tardiness, to achieve fundraising goals, to stimulate membership campaigns, etc.

ITC – Inclusive Tour Charter. Available on charter flights of scheduled and supplemental air carriers. Requires no minimum size group and no affinity. All ITC charters from U. S. A. must visit three cities. Land package is required.

Incentive Travel Company – A firm which offers a professional service of designing, promoting, and executing an incentive travel program for a company, an organization, a religious institution, or other type of buyer wishing to stimulate greater achievement among a segment of its employees, members, customers, staff personnel, etc.

K

King-Size Bed – An oversize bed (the largest standard bed on the market) measuring 76 in. wide and 80 in. long. The extra long king-size bed measures 76 in. wide and 84 in. long.

M

Modified American Plan (MAP) – This hotel plan refers to the daily rate that includes breakfast and dinner in addition to the room.

N

Net Net – The actual cost of a program excluding mark-up or commissions.

Non-Affinity Group – Similar in nature to an affinity group, except that the participants in this group do not have to belong to the same organization or be employees of the same company in order to benefit from reduced fares on certain flights. The group may be formed from among the general public, but all the tickets must be purchased through one source.

Non-Sked – A supplemental airline. An airline that offers passenger and charter services on a non-scheduled basis; sometimes referred to as a charter airline.

O

OAG (The Official Airline Guide) – The manual published in various forms by the Reuben H. Donnelley Corp. and used in almost all parts of the world where air travel is a way of life.

Open-End (adjective) – Describes a travel program that does not limit the number of participants or winners. (See closed-end).

OTC – One-Stop Inclusive Tour Charter.

P

Pension – A French word which is widely used in all of Europe to denote a boarding house or guest house (with both lodging and meals provided).

Pitch – The space occupied by an airline seat. The pitch is the distance between the back of one seat and the back of the seat behind it. The greater the pitch, the greater the comfort (more leg room).

Plateau – There are two meanings to this word in the incentive travel language. The first meaning refers to a program which offers two or more destinations, each having greater appeal over the other, thus providing added motivation for extra achievement. The second meaning refers to a program which offers one destination, but uses various levels of achievement (plateaus), permitting participants to pay for part of the cost of the trip at the lower plateaus.

Plus-Plus – This phrase is used primarily when discussing prices of food and liquor. A menu that costs $9 plus-plus will actually cost $9 plus the percentage set aside for gratuities to the captains and waiters plus the percentage for total government taxes (if any).

Pro-Rata Affinity Charter – The term is used to denote that the cost of the entire charter will be divded among the number of passengers who are transported.

Q

Queen-Size Bed – Larger than a double-bed and smaller than a king-size bed, it officially measures 60 in. wide and 80 in. long.

R

Rack Rate – The regular rate (not discounted in any way) that applies to each hotel room. The room rate that would supposedly be offered to any transient guest (as opposed to special reduced rates for groups).

Rooming List – This is the list supplied to the hotel by the group travel specialist which lists the names of all persons in the group who will be housed in that hotel, along with such other vital factors as arrival date, departure date, room rate, type of room, whether or not any deposit has been received, the size of the room deposit, etc.

Run-Of-The-House Rate – One rate for all available hotel rooms (regardless of location), not including suites.

S

Single Entity Charter – This phrase applies to a charter flight the expense of which is borne exclusively by a single person, company, or organization. The individual passengers bear no expense, directly or indirectly. On a single entity charter, none of the passengers may be charged for any flight costs whatsoever.

Single Room – Conversationally referred to as "a single," this is a hotel room occupied by one person.

SKED – This abbreviation stands for scheduled airline, an airline which publishes a schedule of regular flights between given points. (See non-sked).

Special Interest Trip – Same as special interest tour. A travel program for groups of persons with common interests that prompt them to travel together for such purpose as a golf weekend, a summer visit to Europe's many music festivals, a business retreat, a tour of famous museums, churches or art galleries or any one of dozens of other common interest tours. For the most part, special interest tours are not combined with any type of business session or educational meeting. Usually they are not tax deductible.

Split Charter, "Splits" (Splits Affinity Charter) – (See AFF affinity group on charter flights). This term applies when the entire capacity of an aircraft is chartered by two or more different groups.

Supplemental Airline – Sometimes referred to as a charter airline, the supplemental airline is one which does not publish a schedule of its flights or its fares. It is a non-sked.

T

T&T (Tax and Tip) – This phrase is usually used when discussing the cost of food and liquor. If the price of cocktails is quoted at $1.50, it is important to specify whether $1.50 is the price including T&T, or whether T&T must be added to $1.50 to obtain the actual cost.

Tour-Basing Fare – A reduced round-trip fare, available on specified dates and between specified times only to those passengers who purchased pre-planned, pre-paid tour arrangements prior to departure. Tour-basing fares apply to group inclusive tours, incentive groups, contract bulk inclusive tours, tour basing, and group round-trip inclusive tour basing fares.

TGC (Travel Group Charter) – No minimum size group required. Advanced reservations required, usually 65 days, but not later than 60 days prior to flight departure with minimum air fare deposit of 25 percent balance of fare payment due 45 days prior to departure. Land package usually *not* required.

Tour Operator – A company, sometimes called a wholesaler, that creates and/or markets inclusive tours, and/or performs tour services, and/or subcontracts their performance. In most cases, a tour operator will sell to a travel agency or group travel specialist.

Travel Agent (Agency) – A person or firm that qualifies to handle and sell all elements of travel to the general public. These elements include such items as hotel rooms, meals, all types of transportation, cruises, tours, sightseeing, etc.

Twin Double Room – Same as double-double. A room with two double beds.

Twin Bed – A narrow bed whose official measurements are 38 in. wide and 75 in. long.

Twin Room – In hotel language, this phrase is shortened to twin. It is a room with two twin beds occupied by two persons.

W

Wet Lease – As opposed to dry lease, this is the rental of a plane complete with crew, supplies, fuel, and maintenance service.

Wholesaler – Same as tour operator. One who creates/markets/subcontracts the performance of inclusive tours and tour services.

B. Frequently Asked Questions and Their Answers

We attempt here to answer some frequently asked questions regarding alumni travel. We do not guarantee the answers to be in full compliance with federal and local regulations when you are reviewing these items. Because federal regulations change often and local requirements are, of course, unknown, we suggest that you check out your own answers. We pass these on to you as guidelines and suggestions.

1. **QUESTION: What are tax implications on alumni tours for the alumni association and for individual alumni officers?**

   ANSWER: We refer you to Chapter III of this manual and to your own legal counsel.

2. **QUESTION: How do you protect the alumni association from financial loss?**

   ANSWER: First of all, be very careful in your wording in the official travel offering (the travel brochure), make sure that deposits ((we suggest $100 per person) accompany each reservation, ensure that the deposits are held by the alumni association along with all other full payments (they may even be invested if time permits) and then ensure that the alumni association pays the bills on time and upon demand.

3. **QUESTION: Does the Big tour operator have insurance to cover law suits by dissatisfied customers?**

   ANSWER: Insurance of this type is available, but it is always good to ask if your tour operator possesses such insurance and if it protects the Alumni Association from being sued directly.

4. **QUESTION: How do you protect the alumni association against liability?**

   ANSWER: Have the tour agent write this type of clause into the company's master insurance contract so that you will be protected.

5. **QUESTION: What are CAB rulings regarding non-alumni administrators (the president or whoever) going along on the tour?**

   ANSWER: For any affinity tour, all participants must belong for at least six months to the Alumni Association. You must file with the CAB (when you make up your affinity charter application) copies of your bylaws. Be sure that those bylaws adequately cover any person that you may be wanting to take on the tour. Texas A & M had a flight cancelled because the president was not an alumnus. The CAB did not like the bylaws that allowed for associate members. The board has even said in the past that all people on the tour must have a membership card in the affinity group, but this is not enforced universally.

6. **QUESTION: How legal are rebates from the travel agent to the alumni association?**

   ANSWER: The way to avoid any question on the legality of funds coming to the alumni

association is to have all money come to the Alumni Association and not the tour agent. In this way you can, in your own bookkeeping, allow for administrative expenses and costs incurred by the alumni association and then pay the expenses to the tour agent and other people who may be involved.

7. **QUESTION: How about deaths en route?**

   ANSWER: Two things to do immediately: Contact the U. S. Embassy or Consulate where the death occurred and call home so that the next of kin don't have to hear about it from a news report. If necessary, call your own alumni office and let it relay the message.

8. **QUESTION: What do you do about hotels that overbook accommodations?**

   ANSWER: First of all, never use them again! Of course, this isn't much consolation when you arrive hot and tired after a full day's travel. We suggest that you have with you a list of other suitable hotels in each city in case this does happen. We suggest that, for these kinds of emergencies, you obtain an American Express credit card with a high credit limit and, perhaps even better, an International Air Transport Association credit card for air travel with a very high credit limit in case you are stuck holding the bag on a charter that doesn't pull through. One can be obtained from the American Society of Travel Agents.

C. Sample Tour Host Checklist

I. PRIOR TO DEPARTURE

A. Welcome aboard letters

1. Send as soon as deposit is received. Enclose deposit receipt.
2. Signed by tour host and including a brief biographical sketch of the host.
3. Mention, either in the letter or in enclosures, further mailings to come, *i.e.*, tape lending library, opportunity for college credit and how to sign up for it, etc.

B. Biographical research

1. Find out birth date, occupation, alumni status, degree, class year, etc., for each participant.
2. Check previous experience with the alumni association, *i.e.*, previous tours, board of directors membership, attendance at alumni-sponsored events, etc.
3. Previous donor information on each participant along with idea of gift potential in the future.
4. Health problems – handicaps, special diets or medications, etc.
5. Who doctors are on tour – find out if they are willing to help in case of emergency.
6. Prepare a short biographical sheet for each participant to fill out on the outward plane trip and then to pass around to help all get acquainted.
7. Research and contact foreign alumni in area for the possibility of having them included in a portion of the tour program while in their country.

C. Procedures

1. Check list – find out procedures for:

    a. Reporting illness, accident and/or death of participants.
    b. Contacting local doctors.
    c. Lost luggage.
    d. Missing people when transportation leaves.

D. Relationship with tour agency and its representatives on the tour

1. Where information desk is to be located, what will be contained at that desk.
2. Late airplanes – how to handle participants.
3. Entertainment budget:

    a. How much, how to obtain, when, where, etc.
    b. What to be used for?
    c. Necessary receipts?

4. How to handle complaints on:

   a. Different quality of rooms
   b. Smokers *vs* non-smokers
   c. Seats on buses
   d. Late arrivals

5. Insurance

   a. Trip cancellation
   b. Baggage
   c. Life

6. Local tours (side trips)

7. Incompatible roommates – how to handle

E. **Miscellaneous**

1. Assign each participant who volunteers to a research report on some phase of the tour – report to be given during a bus trip when time permits.

II. ON TOUR

A. **Host/participant relationships**

1. Hosts should know each participant by name.
2. Host should arrange to have dinner with different tour participant each evening.
3. Do something "special" for each participant couple during the tour, *i.e.*, special meal, momento of trip, special excursion, etc.

B. **Appoint special committees for participants**

1. "Don't muss the bus" committee (clean up)
2. Complaint committee
3. "Pills and ills" committee
4. Luggage control committee
5. Birthday committee
6. Special events committee

C. Miscellaneous

1. Arrange for a photograph of entire group to be taken somewhere on tour in front of some memorable spot and make a copy available either as a gift or for sale for those who wish it.

D. **Design a tour evaluation form to be given as you return home from the tour.**

III. POST TOUR ACTIVITIES

A. Arrange for a reunion of tour participants three to six weeks after the tour returns so that the people can share their slides with one another.

D. Come Back Loaded with Honey

Delivered by Dean Harold Glen Clark* at the B.Y.U. Travel Study Conference held May 14, 1960 at Brigham Young University

Travel involves transporting yourself to a different environment from that in which you now are.

Travel means a change of environment on the theory that you will learn or acquire something you did not have before. It is a good theory – seeing different scenery, different peoples and cultures and tasting a different diet increases the chance that you will acquire new appetites, new knowledge, and new attitudes . . . .

Let me point out a few things which we at Brigham Young University feel you should get for your travel dollar. After all, you are paying out hard-earned cash for certain concepts, ideas, experiences, feeling, which you hope will come to you while you travel under the sponsorship of a university. It was Colton who said, "Don't return home with heads as empty as your pockets – with traveled body and untraveled mind." Haliburton, the great world traveler, came directly to the point of what I wish to say when he commented: "The bee, though it finds every rose has a thorn, comes back loaded with honey from his rambles and why should not other tourists do the same?"

What is the honey which you as a traveler wish to bring back? I dare say many of us have not carefully thought through the maze of expected experiences which race around in our brains as we prepare to travel. Much time is spent on whether to take two pairs of shoes or one. Now, this is important, but not nearly so important as giving priority to where these shoes are going to take you and how to think as you stand before a statue or a castle. There will be many new and exciting things for the inquisitive mind. Someone has said, "A traveler without observation is like a bird without wings." This is because he has no imagination; he lacks the spirit of inquiry. He is the one who looks at Michelangelo's marble statue of David without understanding or deep feeling, and then when he gets home and reads about it, he yearns to go back so that he can see this great work of art with new eyes. After our visit to Fontainebleau where Napoleon lived, I heard more than one person whisper, "When I get home I'm going to read a good book about Napoleon if it's the last thing I do." The received only half as much for their travel dollar that day as the person who had already read that book!

Here are a few guideposts which may help you prepare for study and travel abroad:

1. *Know locations.* A simple road map will do. Where is France? Is it the same latitude as Utah? Mark your map so that you can tell yourself and others where you are, and when you leave, to tell them where you have been. Read your son's or daughter's elementary geography book if you do not have anything else. It will help you. When you fly over the ocean – it will mean much more to the person who knows his oceans. Below you is more than water; it is a mirror. It can be beautiful, serene, or have huge angry waves. Which is the largest ocean? What is the difference between a sea and an ocean? How deep is it? What makes it blue? Where are its great currents? How do these currents influence people's lives? What animals live in the ocean? How

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long did it take Columbus to cross the Atlantic? If you answer only a few of these question you are rich in knowledge and because you are rich you will be made more rich. Many of you have heard the quotation from the inscription on the Union Station in Washington, D. C.: "He who would bring back the wealth of the Indies must carry the wealth of the Indies with him. So it is in traveling. He who would bring back knowledge must carry knowledge with him."

2. *Know the simple facts about the towns and countries you will visit.* An ordinary encyclopedia such as the *World Book* or *Compton's* has most of the fundamentals on population, size, weather and other chief characteristics. The encyclopedia is your friend; it is generally more accurate than European guides or the native you talk to on the street. Invest in a small plastic pocket loose-leaf binder and type or pencil in it the information you find. Carry this little abridged loose-leaf encyclopedia with you, leaving room to make additional notes as you ride the canals of Amsterdam or walk the broad streets of Paris. You can become, through this method, an informed enthusiastic observer.

3. *Know a few facts about the economics of each country.* How do people earn a living? What keeps the community going? What wages are paid to your maid, your taxi driver, the merchant, the school teacher? You should know the franc, the shilling, the krone and their equivalents in USA dollars and cents. You will get a liberal education trying to convert the American system of measurements in pounds or quarts to the metric system. Get your director to recommend a good book on European economics. Read, study and read!

4. *Know the kinds of government you see in operation.* President Ernest L. Wilkinson of BYU feeis deeply on this point. He thinks we need to know the advantages and shortcomings of each type of government in terms of the lives of the people. Are they independent, self-governing, and strong? Are they industrious and a virtuous people under their form of government? We will not discover these facts unless we are alert and objective observers. Do the people love liberty? What is the death rate? Standard of living? You will never appreciate your own government in terms of the number of radios, the literacy rate, the number of great leaders, and other evidences of its strengths and weaknesses without observing other governments.

5. *Know a few greetings in each language.* People who speak in their language have a surer way to get the spirit of a culture and to make a favorable impression with people in foreign lands. Since you may not be able to learn all languages, will you learn what you can: "Good morning," and "Goodbye," in French, for example. Learn how to count in German or to read the road signs. You will find it especially useful to know the difference between the words "Men" and "Women" when you are looking for a rest room! Obviously the foreign language student will get more from travel than one who speaks English only.

6. *The religions of other men are always of interest.* Countries are usually proud of their churches. You will see many, but they will have no appeal if you do not know something of the story of the great religions of the world. Do you know the difference between Baroque and Gothic architecture? Know something about Sir Christopher Wren, the architect, when you go to London or about the Pilgrims when they show you the church where they worshipped in Holland. In the midst of the guide's lecture about the great men who lie buried in Westminster Abbey, one of our tourists interrupted his talk with, "Hey, look, there goes a Chevrolet!" St. Augustine said, "The world is a great book, of which they that never stir from home read only a page." When you stir from home make sure your interest includes the Chevrolet and *more.* Know something about the rise of the Anglican church and then, as you tread the cobblestones of the castle of King Henry VIII, the light in your eye will make you forget the blister on your heel.

By now, you are no doubt ready to throw in the sponge and say, "I guess I won't travel. You can't learn everything – and there is so much to learn that I give up." It is true that there is much for one to learn. Actually the traveler should start when he is in the first grade to prepare for his foreign journey. In effect this is what many have done and all that needs to be done further is to recall what is known and to reorganize information and concepts into categories useful to the travel study program. You should especially review this information in the light of your travel itinerary. If you are visiting Stratford-on-Avon, a few minutes spent now reviewing the life of the greatest dramatist the world has ever known, the finest poet who ever wrote in the English language, whose verse is more widely read in all lands than anyone else . . . will make this visit far from dull or mediocre. What was Shakespeare's greatness? What words coined by him are used today by millions? What are some of his famous quotations? Answer just a few of these questions and his home, his tomb at the little Holy Trinity Church on the banks of the Avon will become shrines and live in your memory forever.

7. *If you have a hobby, ride it while you travel.* One person likes heraldry. Heraldry, as you know, is a system of symbols by which families and lineage are identified. It is really a science now, with four parts of armorial bearings. When you know these, you understand the coats of arms that appear in the castles and in shops and the marks of cadency and their meanings. One may study the road signs that have been internationally adopted, or collect dolls from each country. One of my students collected mechanical toys typical of each country. This was the way she wanted to spend her money. I can see her now getting off the boat with a caged mechanical bird which sang like a canary when it was wound up.

What I have tried to intrigue you with is really a point of view. Pack your nylon underwear in your suitcase with care, see that your camera is working and that your passport is faithfully guarded and you will have done well. But do not forget your *attitude.* Dress it up and pack it as carefully as you did your passport. Robert Louis Stevenson said, "To travel hopefully is a better thing than to arrive." I wish we could help each of you to soften your prejudices and liberalize your mind for the experiences ahead.

Tuckerman must have had just such a tour as yours in mind when he said, "To be a good traveler argues for being no ordinary philosopher. A sweet landscape must sometimes atone for an indifferent supper, and an interesting ruin charm away the remembrance of a hard bed." Why do you go abroad? Is it not to eat an open-face Danish sandwich? Is it not to sleep on the unusual mattresses and try the European plumbing? Is it not to see what government and religion have done for a particular people? All the world is open to the traveler with a teachable mind. If you have the ethnocentric mind which says that everything American is best, you are already off to a bad start. Adjust your mind as you adjust your cameras. Remember, too, that each race adapts and shapes its own patterns of life – they have flaws, but be determined that you will not let these destroy your sense of appreciation. "God hath made of one flesh all nations of the earth."

8. *The last point I wish to stress is what happens when you return home.* I hope you come home with your mental and spiritual baggage bulging with new concepts. If you stuff your suitcase with pre-arranged prejudices, then your case is full of junk. Be sure to tuck into your bag the memory of that sunset on Lake Lucerne, the smile of the little Dutch girl in wooden shoes, the scene of that German family raking hay on that bright sunny afternoon. This is the honey which the bee gathers – these are the precious gifts of travel for him who has eyes to see and ears to hear and a heart to understand.

And finally, do not bore fireside groups and your friends with 200 slides. Show 25 of your

best with well prepared stories on each and then quit with them liking you. Be modest, for "Usually speaking," said Swift, "one of the worst-bred persons in company is the young traveler just returned from abroad."

It is the travel-study student who is making the B.Y.U. Travel Study program the best in the world. It is you who stimulate us to pioneer new fields such as the residence programs in Germany and France, where groups will live in certain areas for weeks to really learn the language and culture of the people. As you can guess, we are going to cater more and more to people who are serious about preparing for a travel program and who prepare in advance of participation so that the trip is the laboratory for what has already been learned. There are plenty of tours and tour agencies. The study program of a university should be only for those who wish to learn with depth of spirit and mind and with the excellence which characterizes a community of eager learners in the university atmosphere.

And so Bon Voyage, Adios, auf Wiedersehen, and Cheerio!

E. Civil Aeronautics Board Regulation of Alumni Association Charter Flights

The Civil Aeronautics Board (CAB) has been active in recent weeks in questioning the composition and validity of charter groups assembled by alumni associations. The following summary of the applicable CAB regulations is provided to assist members in discussing such challenges with CAB and airline representatives.

Alumni association charter flights come within the category of passenger charters known as "affinity" charters. Affinity charters must be limited to a specific group, namely, *bona fide* members of the chartering organization and their immediate families (*i.e.*, member's spouse, dependent children, and parents, living in the member's household). An affinity charter may not be held open, either by advertisement or solicitation, to members of the general public.

To qualify as a *bona fide* member, the individual must have been a member of the chartering association for at least six months prior to the starting flight date. Presumably, an alumni association may not (and cannot) solicit non-members by means of the mass media or brochures to participate in the flight. However, solicitation of persons to participate in the flight who have not been members of the chartering organization for at least six months is considered to be solicitation of the general public, and thus unlawful, even where the organization and other charter participants are willing to backdate the membership. Moreover, an invitation to join the organization, which simultaneously announces one or more proposed charter flights is considered to be a solicitation of the general public, even though it occurs six or more months prior to the proposed flight(s).

Each alumni association engaged in chartering flights must maintain a central membership list showing the date each person became a member. This list must be available for inspection by a CAB or airline representative. Prior to each flight, a list must be filed with the airline showing the names, addresses, and telephone numbers of those to be transported (including standbys), specifying the relationship of each person to the organization and the date the person joined the organization. If passengers are added or dropped before the flight, this list must be amended.

Each chartering association must file with the airline an executed Section B of Part II of the Statement of Supporting Information at such time as required by the airline to afford it due time for review. Among other things, this statement must contain a description of the association's objectives, purposes and activities, the date it was founded, and the qualifications or requirements for membership in the association and the membership fee (if any).

Normally, the airline and the CAB will look to the association's bylaws or other appropriate governing instrument to ascertain the qualifications or requirements for membership in the association. The principal concern in this regard is those members, frequently referred to as "associate" members, who are persons other than the alumni (*e.g.*, substantial donors). The CAB's position is that membership must be full, with each member having full voting rights and an equal right to participate in all of the association's activities. Those members who do not have these full rights may be denied the right to participate in the charter.

F. CAB Statement On Determining the Validity of Charter Operations

The Civil Aeronautics Board does not maintain a list of charter flights operated, or proposed to be operated, nor does it have knowledge of more than a very small percentage of all charter organizations or flights.

There are, however, general provisions common to air charters, which should make it fairly simple for each person to determine whether a contemplated charter by a particular organization is valid, at least insofar as the organization itself is concerned. In essence, a charter is an arrangement under which the capacity of an aircraft is engaged by a person for his own use, or for the use of a group which he represents. In cases where there is more than one group on an aircraft, the so-called split charter, each group must contract for at least 40 seats.[1] A charter may not be held open, either by advertisement or solicitation, to individual members of the general public, but, rather, must be limited to a particular specific group. Only *bona fide* members of the charterer, and their immediate families, may be solicited for, or participate as passengers on, a charter flight. "Immediate family" is defined as the member's spouse, dependent children, and parents, living in the members household.[2] "Bona fide" members are those individuals who will have been members of the chartering organization for at least six months prior to the starting flight date.[3] However, persons are not considered *bona fide* members if they have joined an organization merely to participate in the charter as the result of a solicitation of the general public.

"Solicitation of the general public" means any announcement of charter flights, whether in writing or not, which goes to persons who are not members of the chartering organization, and which has as its purpose the invitation of non-members to participate in charter flights. The most obvious methods of public solicitation are announcements or advertisements appearing in media of mass communication, such as newspapers, magazines, radio or TV. However, distribution of flyers, circulars, or brochures announcing specific charter flights to non-members would also constitute solicitation of the general public. Moreover, acceptance of non-members to participate in charter flights was no overt advertisement of the flights beyond the membership of the chartering organization. Solicitation of persons who have not been members of the chartering organization for at least six months to participate in a charter flight is construed to be solicitation of the general public, even though the chartering organization and the prospective charter participants are willing to backdate the membership to give the appearance of membership for a period of six months. Any invitation to join an organization which simultaneously announces one or more proposed charter flights, giving such information as dates, points or price, is construed to be a solicitation of the general public, even though it occurs six months or more prior to the proposed charter flight(s).

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[1] In the case of split charters, the air carrier must have full payment of the charter price at least 30 days prior to commencement of the transportation. Such payment is not refundable to the charterer unless the charter is canceled by the carrier or unless the carrier accepts a substitute charterer for one which has canceled a charter, in which case the amount paid by the latter shall be refunded.

[2] Certain international air carriers, through their own conference resolution do not include parents in this definition.

[3] The six-month membership requirement is not applicable where charter flights are composed of (1) students and employees of a single school, and their immediate families; (2) employees of a single government agency, industrial plant, or mercantile establishment, and their immediate families; and (3) participants in a study group charter (as the term is defined in Part 373 of the Board's Economic Regulations).

Based on the foregoing, a prospective charter passenger should be able to determine (1) whether the charterer is a responsible organization; and (2) whether the individual himself is eligible to participate in a specific charter. A *bona fide* member of a chartering organization, as that term is defined herein, should be in a position to know enough about the organization to determine whether it meets the general standards outlined above for charter eligibility, and whether it is sufficiently responsible to undertake and carry through the organization and administration of a charter flight. Non-members of a chartering organization, of course, are not eligible to participate in a charter flight for such organization. Therefore, if non-members are solicited for charter participation or are accepted as prospective charter participants, it is apparent that the charter is not organized in accordance with applicable regulations, and that the validity of the proposed operation is questionable.

Anyone contemplating participation in a charter flight should be aware of the airline selected to conduct the charter. Generally, an airline is able to establish its credentials as a duly authorized air carrier. However, if doubt exists, an inquiry may be addressed to the Board's Bureau of Operating Rights as to whether a particular airline has appropriate authority from the Board to engage in the type of air transportation offered to the chartering organization.

Except in the case of "Inclusive Tour Charters" and "Study Group Charters" (see below), a travel agent (including any person engaged in the business of forming groups for transportation or the solicitation or sale of transportation services) may not charter an aircraft, sponsor a charter, or sign a charter contract for the chartering organization, but he may assist in the administration of a charter operation. However, in performing administrative functions, he may not take the initiative in organizing a charter, or proceed with the solicitation of members of an organization without the approval and cooperation of such organization. In addition, a travel agent may not receive a commission from both the direct air carrier and the charterer for the same service, and may not make payments or extend other gratuities to any member of a chartering organization, whether in relation to the air transportation or otherwise.

Part 378 of the Board's Special Regulations grants indirect air carrier authority to tour operators. Under this Part, a tour operator may charter from a supplemental air carrier or foreign charter carrier only, for the conduct of an "inclusive tour."[4] An "inclusive tour group" is an aggregate of persons assembled by a tour operator for the purpose of participating as a single unit in an inclusive tour. In brief, an "inclusive tour" means a circle or round-trip tour which combines air transportation and land services and which (1) extends over a period of at least seven days between departures and return; (2) provides overnight hotel accommodations at a minimum of three places at least 50 miles apart, other than the point of origin; (3) includes, in the tour price, all hotel accommodations and necessary air and/or surface transportation; and (4) costs not less than 110 percent of any available fare or fares charged by certificated route carriers for individually ticketed services between the points involved in the tour. A tour operator must file with the Board a Tour Prospectus as described in section 378.13, covering each tour or series of tours, and including a surety bond protecting participants' deposits.

On March 30, 1971, the Board adopted a new Part 373 of the Special Regulations granting indirect air carrier authority to study group charterers. The provisions of this new Part will become effective in two stages. The surety provisions, designed to protect the deposits of study

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[4] In cases where there is more than one inclusive tour group on the aircraft, each group must have at least 40 passengers.

group participants, will become effective on May 8, 1971, while the provisions relating to reporting and classroom-hour requirements will become effective on September 1, 1971. Under this Part, a study group charterer may charter from a direct air carrier for the conduct of a "study group charter."[5] A "study group" is a charter group comprised solely of *bona fide* participants in a formal academic course of study abroad which is of at least four weeks duration, and in which either the charterer is an "educational institution"[6] or the study course is conducted at one or more foreign education institutions abroad and includes a minimum of 15 hours of classroom instruction per week for the first four weeks. In short, a "study group charter" means a charter where the group qualifies as a study group, a minimum of four weeks elapses between departure and return, and the price to each participant shall include, at a minimum, at least two meals per day, all sleeping accommodations, all necessary air and surface transportation between all places on the itinerary, and tuition.

Revised April 6, 1971
Supplementary Services Division
Bureau of Operating Rights

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[5] In cases where there is more than one study group on the aircraft, each group must have at least 40 passengers.

[6] An "educational institution" is a *bona fide* school or college which (1) maintains a full-time salaried faculty on a year-round basis; (2) maintains a permanent educational plant; (3) maintains an enrollment of students in programs other than "study group" charter programs in excess of the enrollment of students in study group charter programs; (4) does not receive more than 10 percent of its total revenues study group charter payments; and (5) is empowered to grant college degrees or secondary school diplomas and offers a full course of study meeting all the requirements for such degree or diploma.

G. Travel Liability *

by Earle Blackmon
NEC Director of Services

Liability in the area of travel is basically a very grey area. There are few, if any, definitive statements which can be made on the topic. The purpose of this article is to point out some of the areas which are of most concern to schools and explore possible ramifications arising from different situations.

School Liability

To begin with, one major point should be clarified. Many people believe that a school, because of its non-profit educational status, has some sort of special immunity. In many states, charitable organizations are granted immunity from suit or liability. However, when a charitable organization undertakes an activity of a non-charitable nature, it may lose its immunity. Although schools are non-profit organizations, they are not necessarily charitable and, even in those cases where they may be considered charitable, travel programming would certainly come under the heading of a non-charitable activity. Liability, therefore, is very much a concern for schools.

Individual organizations also have cause to be concerned. The idea that only the school and not a part of the school can be held liable is not valid. If a program or activity is sponsored by the school itself then the liability is relatively clear. However, if a program is merely endorsed by the school, the issue becomes muddy. For example, if an official student organization sponsors a trip in its own name, it could be treated as a separate entity in a liability suit because it could be said that although the school endorses the student organization, it is not sponsoring the student organization's activities.

There is a current suit pending which could affect the scope of a school's liability. A student at a university participated in a travel program which was advertised on a poster in one of the university's buildings. Because of some mishap on the trip, the student decided to sue. Although the program was sponsored by an outside organization and neither the school nor any of the school organizations was connected with the program, suit was brought against the university. The suit was based on the contention that the school was liable because the program was "promoted" on university property to university students.

Another example of how the school might become involved pertains to the handling of money. As a protection for the school, it is always best to have checks for travel programs made payable to the company rather than the school or the school organization. Acceptance of funds, even for the purpose of merely consolidating payments to the company or for accounting purposes, could involve the party accepting them in the event of a suit.

Signing Contracts

Who is supposed to sign what contracts and how they are to be signed is a recurring question among travel programmers. All contractual matters involve the Statute of Frauds. Although

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the legislative restrictions vary somewhat from state to state, the Statute requires certain types of contracts to be in writing and limits the instances in which one can go beyond the written agreement. The case of *Delta Air Lines, Inc. vs. Wilson* illustrates a number of important points regarding this.

In this case, Wilson, an official of his company, had signed a contract made between his company and Delta for air travel cards for tickets. He signed the name of his company and underneath it, his name. His signature was preceded by the word "By" and followed by the typewritten word "personal." When the corporation went out of business and couldn't pay for the tickets, Delta sued to collect from Wilson. Their contention was that the word "personal" following Wilson's signature meant that Wilson intended to guarantee payment. The court rejected this based on the Statute of Frauds. Under the Statute, one cannot go beyond "the four corners of the contract" to prove intent. In other words, intent must be figured out based solely on the text of the contract unless some exceptional circumstances exists. Delta then contended that Wilson became personally liable when he signed the contract as he did. The court pointed out that "the signature of a corporate officer placed under the name of the corporation and preceded by the word 'By' does not create personal liability."

If the way a contract is signed (for example a double signature by the same party, etc.) muddies the meaning of the text of the contract, then it is possible to use outside documentation to prove intent because the contract would be ambiguous. Delta argued that the word "personal" made the contract ambiguous, but the court again said no. If the parties to a contract are clearly stated in the text of the contract, an individual cannot become a party to the contract merely by signing it. An official of a corporation who signs a contract cannot be held individually liable unless he signs individually *as a party* to the contract and this was intended. The parties to the contract as stated in the text of the contract are known as disclosed principals; they are the ones who are primarily liable because they are the ones who are primarily responsible for the execution of the contract.

The important point to remember about this case is that, although the text overrides to some extent how a contract is signed, the exact language in the contract and way it is signed, is often the key in determining liability.

Charter Contracts

A relatively recent change in the signature requirements for charters resulted from a liability suit against a college. In the past, when a school or organization entered into a charter contract, the contract and the Statement of Supporting Information (a document attesting to the fact that CAB regulations had been adhered to in setting up the charter) had to be signed by both the campus organizer and an officer of the school. Now, however, only one signature, that of the campus organizer, is required.

When the crash of the Witchita State University football team occurred, the state of Kansas was sued (and held to be responsible) partially based on the fact that the officer of the school who had signed the charter contract was a representative of the state since Witchita is a state university. It was not the CAB's intention to involve a state financially by requiring a school officer's signature on a charter contract, but only to reinforce the fact that a flight had been set up properly, so the requirement was dropped.

Trip Leaders

When a school or organization sponsors a travel program they will often have someone go with the group to take care of administrative details and help coordinate the group's activities. This person's position and the capacity in which he acts can be a crucial point in a liability suit. Unless an *official* representative of the school or organization accompanies the group in the capacity of a supervisor to insure that the members of the group follow the trip guidelines established by the organizer, the sponsor may be directly accused of negligence in the event of a mishap.

If a mishap occurs and this official is present, the sponsor will be able to say that it discharged its responsibility and this can greatly mitigate the sponsor's liability. It is not the supervisor's responsibility to baby-sit the group but rather to see that the travelers are aware of and abide by the conditions of the trip. For example, if a change is made in a bus departure time, it may be his job to be sure that all members of the group are informed of this so they will not be left behind. It is not necessary for the official group supervisor to be the one who personally takes care of all the administrative details (like baggage checks, hotel check-ins, etc.) that a trip leader usually handles. Anyone the sponsor wishes may be sent on the trip to take care of these responsibilities. However, the official supervisor must be present to insure that the sponsor's obligations are being met.

It is important to note that the official supervisor must be someone to whom the school has specifically delegated authority to act in the name of the school in a particular capacity. For example, just because a faculty member is apointed advisor to a campus group, it does not necessarily mean that he has the authority to sign contracts in the school's name for that group's programs. By the same token, if a faculty or staff member happens to be part of a group on a school trip, the sponsor's obligation to have an official supervisor accompany the group is not satisfied unless the faculty or staff member has been given the authority to represent the school in that particular type of situation. It is obvious from the preceding statements that a student could not be the official supervisor except in the highly unlikely event that the state (in the case of a state school) or trustees (in the case of a private school) permitted the school to delegate legal authority to someone who was not an employee of the school. A student could, however, be responsible for carrying out the administrative duties of a trip leader.

Broken Legs And Other Headaches

Discussion of a trip leader's responsibility in specific situations, such as a student being in a hospital or in jail when the group is scheduled to leave or having to return earlier than the group or missing a flight, would be too lengthy to be included here and is better left for another article with the exception of a few points. Basically the trip leader's greater responsibility is to the group rather than to the individual. With this guideline in mind, if he also makes every effort to assist the individual where possible, the trip leader or official supervisor will have fulfilled his obligations.

If a member of the group misses a flight through no fault of his own or has to go to a hospital, determining who is liable for what can be time consuming. Therefore it is best for the traveler to be prepared to deal with these situations himself while the question is being legally determined. In the case of a missed flight, an airline has the prerogative of filing for special permission to transport the person to his destination at no additional cost. However, this can be time-consuming also. The safest thing for the traveler to do is to purchase flight insurance, at a cost of about $7, which will cover the cost of his one-way or round-trip ticket if he misses his flight or has to return early, etc.

As preparation for an unexpected trip to the hospital, the traveler should check on his existing insurance coverage to see if it is valid in the area in which he will be. If it is not, he may be able to purchase a rider for his existing policy or he can simply purchase a special policy solely for the trip at a low cost. In any event he should be sure to have all necessary information – such as company name, policy number, amounts and type of coverage – with him on the trip, not back home on his bookshelf!

One final caution to trip leaders: when a problem occurs, do everything you can to handle it on-the-spot or at least be sure that you take whatever steps are necessary to legally protect yourself or your organization in the event a claim could arise later. Some travelers may not be innocent bystanders. For example, a woman on a tour refused to sit down in a bus and when the bus hit a big bump she fell down. Nothing was said until, at the very end of the trip, she began complaining often and loudly to the other travelers that her back hurt. The trip organizer immediately went to the expense of calling in doctors to examine the woman but she refused. If the woman had tried to bring suit against the organizer, this refusal probably would have saved the day for the organizer. However, if he had not gone to the expense of bringing in the doctors or had waited until the group returned to the States, a huge, expensive lawsuit could easily have been the result.

Waivers

The question of the efficacy of liability waivers or responsibility clauses is one of the thorniest in the area of liability in travel. Basically it could be said that a responsibility clause delineates the responsibilities of a school, retailer, tour operator, wholesaler, ground operator or airline to the traveler. Practically, however, responsibility clauses are almost always "non-responsibility" clauses because they state what the party feels is not his responsibility to the traveler. They can thus be considered to be waivers, even though they may not be signed.

A waiver is characterized by the courts as a covenant not to sue. The intent of all waivers is to exempt the party dealing with the traveler from liability. The wording or language used excuses the party from liability and is therefore called exculpatory. A waiver is thus an exculpatory contract. The appellate court of Westchester County (NY), in an opinion by Justice Wenzel in 1959, said that waivers "are not looked upon with favor by the courts, are strictly construed against the party relying upon them, and clear and explicit language in the agreements is required in order to absolve the promises from liability." This court also said that waivers are generally enforceable but the precedent cases upon which this opinion was based dealt with non-travel circumstances or with free travel and not with travel by a paid passenger on a group trip; therefore, the application of this opinion to paid group travel may be questionable.

Kaufman vs. American Youth Hostels, Inc.

The case of *Kaufman vs. American Youth Hostels, Inc.* is significant because both a state supreme court and a court of higher authority, the state's court of appeals, struck down a defense based on a waiver. A 15-year old girl participated in a tour conducted by American Youth Hostels which included climbing Mt. Hood in Oregon. The group fell down the mountain, and the girl died as a result of her injuries. Her father, in the two separate legal capacities of an individual and of the administrator of his daughter's estate, sued the company on the grounds of negligence.

Prior to the tour both the girl and her parents had signed a waiver releasing the company from any liability. As with all waivers, the wording was sufficiently broad to cover almost any-

thing within human imagination. For example, it said, in part: "I hereby release American Youth Hostels, Inc. and its agents from any and all responsibility or liability of any nature whatsoever for ny loss of property or personal injury occurring on this trip or any substitute trip under its management."

The courts ruled that the father could sue as executor of his daughter's estate but not as an individual (parent). Because the wording in the waiver was in the first person singular, it was ambiguous as to whether the waiver covered the right of the parents to sue. The court felt that it could be argued that only the girl was agreeing not to sue and that the parents' signature could be interpreted as merely granting permission for their daughter (a minor) to participate in the trip. This is an important point to consider since many schools require parental permission for students to participate in activities such as athletics or trips involving athletic or recreational activities. Are the "waiver forms" your school uses actually liability waivers or merely parental permissions for participation in a trip or activity?

A second point of contention regarding the wording of a waiver was brought out in the Kaufman case. In attempting to exculpate themselves and anyone related to them from any conceivable liability by using extremely general wording in the waiver, AYH had neglected to specifically excuse themselves from their own negligence. Although the court held that the language was sufficiently broad and explicit for it to be assumed that the waiver was intended to cover negligence, the fact that this was a point of contention in the case should serve as a warning. Be sure that your school's waivers are both broad or general enough to cover unusual or unforeseen occurrances and specific with regard to those things which are more likely to occur or from which you are most concerned about being protected, such as loss of property, injury or death due to negligence.

Maibrunn vs. Hamburg–American Lines, Inc.

Although the Kaufman case raises many questions about the validity of liability waivers, there is another case which raises the perhaps more important question of the circumstances under which a traveler can be held responsible for knowing the contents of a waiver. The case of *Maibrunn vs. Hamburg–American Lines, Inc.* was decided in 1935 and the opinions in the case have not been overturned in the 38 years since.

Maibrunn bought a ticket for an ocean voyage on a steamship of the Hamburg-American Lines. On the face of the ticket was the following: "Notice. The attention of passengers is especially directed to the terms and provisions of this contract printed on the reverse side, which must be signed by the passenger and the agent." The back of the ticket contained a clause which required any claim against the company to be filed in written form with a full explanation of details within 60 days after the end of the voyage. On the voyage, during a 40-miles-an-hour gale, Maibrunn was looking at the sea through a glass window when a wave hit the glass, shattering it and critically injuring him. He sued.

The steamship line based their defense on the above mentioned clause, contending that Maibrunn could not sue because he had not lived up to the terms of the contract by failing to file his claim in writing within 60 days of the end of the trip. The case was not decided, however, on the validity of this requirement but rather on whether or not Maibrunn could be held responsible for knowing the contents of the clause.

The outcome of the case established the principle that a traveler cannot be bound by a

restriction (or waiver) at all without actual knowledge of its contents — in other words, unless he sees it. This means that unless this first requirement is satisfied, whether or not the clause or waiver itself is valid becomes a moot point.

With regard to the placement of the clause, the court stated: "A passenger is bound by all that is in the contract itself; in order to charge him with other stipulations they must be incorporated into the body of it (*i.e.*, the contract), at least by reference. A mere notice on the front of the ticket, which is not part of the contract, charges him only if he sees it in season." Thus the position of the waiver or notice of responsibility and the obviousness of the statement calling the traveler's attention to the waiver are important points in determining the efficacy of these clauses. Practically, this means that: 1) a participant in a school travel program should be required to sign a document stating that he has read and understands the waiver, and 2) the waiver should be near or at the signature on the same side of the paper and should be in prominent type.

The final and most important point that should be made here about waivers is that it is a basic tenet of the law that a party cannot contract away his legitimate liability. Just as a contract to commit murder is not a legal contract, an individual cannot, through an exculpatory contract, relinquish one of his inalienable rights — the right of redress for injustifiable grievance committed against him through no fault of his own.

Waivers are used with the intent of forestalling unreasonable or unjustifiable claims. For instance, there have been cases in which an individual tried to sue a tour company because she found a frog in her bed or because a male employee on a tour, the brochures for which emphasized the employees' neatness and continental appearance, didn't shave.

Settlement of Claims

An insurance company's willingness to settle a claim may not depend on the sponsor's actual liability. It more often depends on the relative cost of paying a reasonable settlement when the claimant has a good case as opposed to the cost of lengthy, costly litigation. An important factor which contributes to this willingness to settle just claims out of court is the fact that litigation against members of the travel industry is full of uncertainty because the trade's liabilities to clients is not clearly defined.

Brochure Wording

The language used in waivers is not the only wording problem travel programmers have to worry about. Sponsors may also be liable for damages based on what is stated in their program brochures. In the case of *Stevenson vs. Four Winds Travel, Inc.*, a tour wholesaler was sued because of the express and implied promises made in the tour brochure. The brochure contained statements such as "your escorts . . . know precisely what you will be seeing and doing every day." ". . . they've been there before," "They can tell you . . . anything at all. They know all the answers," ". . . to supplement the knowledge of your tour escort, we use professional local guides. They know out-of-the-way places the casual visitor may miss . . .," and passengers will be "cared for." These copyrighted brochures listed nine "good reasons" for traveling with Four Winds, one of which was: "Guaranteed fully escorted from start to finish."

In stepping from a boat onto a wet and slippery dock, an elderly woman on the tour slipped and fell, fracturing several bones and injuring her spine. She sued.

Since Four Winds was not the owner of the dock or the lesee of the boat or the operator of the tour, ordinarily they would not have been liable since wholesalers are generally not held liable for acts or omissions of suppliers. However, in this case, the court ruled that Four Winds could be sued because of the unusual wording in the brochure. The court especially pointed out the type of far-reaching statements in the brochure like those previously quoted. The court even consulted a dictionary to determine the meaning of "care" and noted that it meant to "watch over" or "guard."

In the final analysis, the elderly woman lost her case because the court ruled that a wet, slippery dock constituted "a clear and present danger" which she could or should have been aware of and taken the necessary precautions even though she had never been there before and was to be "cared for." This decision and the reasons for it do not, however, affect the major import of the case. If the accident had resulted from something other than "a clear and present danger" she probably would have won her suit.

The lesson to be learned is this: In your attempts to sell prospective participants on the advantages of your programs, don't promise too much. You may become liable by virtue of the extraordinary claims, promises or guarantees – express or implied – which you make in your promotional material.

Whom Do You Represent?

A travel agent's or a school's liability varies according to whom he represents. For example, when a travel agent sells an airline ticket he is acting strictly as an agent for a particular carrier. He is, in effect, merely processing paper and thus cannot usually be held liable. Because he is only acting for the airline, the liability is the airline's. BUT when a travel agent puts together a combination of arrangements for a client, he becomes a broker for numerous firms and is acting more as an agent for the client. He is also acting as an agent for the client rather than an agent for a firm when he counsels a client on, for example, the relative advantages or disadvantages of different carriers, tour operators, hotels, etc. In these two cases the liability changes; the client may hold the agent (or the school) responsible.

In general it may be said that the greater the service and professionalism and the higher the expertise, the greater the vulnerability or possible liability in legal matters. It should be noted, however, that in this particular context, the extreme converse of this statement (*i.e.*, that ignorance will excuse someone from liability) is not valid.

In the Maibrunn case discussed previously, the responsibility clause was signed for Maibrunn by the agent who sold him the steamship ticket; Maibrunn himself never signed it. This had an effect on the case because the court ruled that at the time the agent signed the responsibility clause for Maibrunn, he was acting as agent for the steamship line. If the court had ruled that he was acting as agent for Maibrunn, then the steamship line could have held Maibrunn responsible for knowing the contents of the responsibility clause. Maibrunn could then, however, have sued the travel agent due to the fact that, since the travel agent would have been acting as agent for Maibrunn, it would have been his responsibility to inform Maibrunn of the contents of the clause.

Liability Insurance

Since it is virtually impossible for a school, company, organization or individual to protect

themselves completely from liability by waivers or other documents, it is always a good policy to carry liability insurance. The mere fact that someone has liability insurance has nothing to do with a determination of whether or not he is liable in any given situation.

There are four basic types of major liability insurance policies:

1) Third party liability insurance protects you against someone else's error.
2) Errant omission coverage provides protection against liability resulting from an employee forgetting an important detail or making a mistake.
3) A 3-D policy covers dishonesty, destruction and disappearance.
4) Insurance which covers liability which is incurred by traveling employees who accompany tours is also available.

The insurance Information Institute lists 50 companies that write travel liability policies; however, two firms write most of them. They are: American Home Assurance Co. whose broker is C. B. Beardsley Co. of Garden City, N. J., and American Motorist Insurance Co. whose broker is S. A. Van Dyk, Inc., of Chicago. These two firms offer worldwide coverage on incidents from which a suit might result. There are two sections in these policies. The first covers personal injury or property damage connected either with business operations or acts of third parties and the second covers liability for financial losses to clients due to your own mistakes or negligence. Considering the risks involved, the cost of these policies is not great. One million dollar coverage on both sections would only cost around $550 a year.

In the event a school or organization does not or will not carry liability insurance, individual travel programmers or trip leaders may want to consider getting a rider on their homeowners' policies which will protect them from the same types of liabilities outlined above. The cost of these riders is very minimal. If you are dealing with an airline contract, another alternative is to get the airline to name the school or organization as a co-insured or additionally-insured party in the airline's insurance policy covering the trip.

In Closing

If many of the points in this article seem to be somewhat hazy and fraught with contradictory implications, then the authoress has succeeded in her purpose — to create an awareness of some of the unanswered questions that exist regarding liability in travel.

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H. University of Michigan Alumni Travel – Our Smallest Success of 1975

Harold M. Wilson

The University of Michigan Alumni Association, an independent, self-governing and non-profit organization, is now in its fourteenth year of alumni travel. By exact count, 8,398 people have invested $7,552,391.76 in 78 official U-M Alumni Tours since 1962. This is, we think, one of the largest and most successful alumni travel programs in the nation.

For this case study, we focus on just one U-M Alumni Travel undertaking. It was a pioneering effort of unusual dimensions in the travel world which, numerically, might be regarded as "Our Smallest Success of 1975."

In a nutshell, this program was designed to provide no more than 40 University of Michigan alumni with an around-the-world journey concentrating on the Southern Hemisphere and touching five of the globe's seven continents.

The Association wanted to provide a very special travel experience for a self-selected segment of its constituency and to bring foreign alumni together with U-M alumni travelers in distant countries.

Execution. We began planning for this project one warm day in July 1972 in a most unlikely place – in Moscow on a bus returning from the Gorki Amusement Park to the Intourist Hotel. It was during the U-M Alumni World Adventure of 1972, and our thoughts turned to what future travel endeavor might be undertaken by the Alumni Association to equal or surpass the one then in progress.

Before the evening was over, we developed the concept of a totally different around-the-world journey, one to concentrate on Southern Hemisphere destinations. In truth, the itinerary roughed out on paper that night closely approximates the one used some 30 months later.

Other than some preliminary staff exploration of climatic data and airline routings, the Southern Hemisphere project was not actively advanced until a year or so later. Because of favorable results of our 1972 world program, featuring the Orient, Russia and Europe, we offered alumni another one just like it in the summer of 1973.

Then, in the early autumn of 1973, we began to plan more purposefully the ambitious journey we wanted to offer our membership in January and February of 1975. We picked that time following thorough research on the most favorable months to visit each of our destinations. We assembled precise statistics on high and low average daily temperatures, humidity, and rainfall, as well as related information such as the best season for game-viewing in Kenya.

Once we resolved where and when we wanted to go, the next step was to place the project in the hands of a competent travel agency. Often, we encourage two or more agencies to make competitive proposals and select the one thought to be best for our constituency. In this instance, however, we contacted only the agency that had handled our 1972 and 1973 world programs.

Ultimately, then, we had a formal proposal including all the major components – air, hotels,

land arrangements, and the like – and a net cost to the association per paying passenger, Detroit to Detroit.

This gave the project firmer form but was only a next step. We wanted to provide maximum flexibility and price simplicity – one price to everyone, regardless of home residence. We also wanted to offer the cost-free ability to travel to Miami earlier than the official departure date and/or to stay longer in Honolulu or a West Coast city at the trip's conclusion. These factors involve differing air rates and supplemental air fare taxes. But we resolved them by taking some calculated risks on the composition of the travel contingent, estimating the total additional costs, and then including these in a revised proposal from the agency to the association.

Finally, we thought, everything was firm. Then came the Middle East's October War, the oil embargo, the fuel surcharges, and sharply accelerating air fare costs during the next few months.

A complete chronology through this period is not essential here. We sustained four separate and substantial price increases prior to the announcement of the trip to our membership, which we deliberately delayed far longer than normal for a journey of this magnitude. Indeed, because we were so eager to make certain we could honor the announced price, we reduced our lead time to absolute minimum. By doing so, we maintained constituent credibility by standing firm on the costs.

Next we moved to the all-important phase of communicating with the participants to provide each individual with everything he or she needs to have and to know prior to departure. We attempt this through a combination of personal letters (robotyped, to be sure), informational memos from this office, multiple enclosures, and other items ranging in this instance from a 1,000-page *World Guide Book* to a personalized U-M alumni flight bag.

Personnel. All activities undertaken by the University of Michigan Alumni Association are under the aegis of Executive Director Robert G. Forman and so, in this overall sense, he was responsible for this program. The bulk of the planning and the implementation was done by Harold M. Wilson, the association's associate executive director and for some years now the coordinator of the U-M Alumni Travel Program. Mrs. Linda Rains ably handled the written communications placed in the mail to U-M alumni travelers.

Budget. The total cost of this program was $116,829.56, every cent of which was supplied by the alumni participants. There was no promotion budget needed by the association since our contractual arrangement calls for the travel agency to incorporate promotional costs in the bid proposal. The ultimate financial result of the entire endeavor provided $7,775.00 in new revenue for the association's operating budget. At one time, this would have been considered to be "net profit" for this one program. We now call it an excess of income over expenditures. The dollars are placed in a commingled alumni travel income account, from which on a formula basis we allocate expenditures properly chargeable to alumni travel, such as office overhead, equipment purchase, and a percentage of staff salaries.

Special Problems. Other than the continually rising air costs during the planning period mentioned earlier, there was only one special problem. One December afternoon, with the trip booked to capacity and everything seemingly in perfect order, a long distance phone call brought word that Pan American World Airways had cancelled its Flight No. 812 on the leg of the journey which was to carry our contingent of travelers from Bali (Denpasar) to Sydney. This is an overnight flight of 2,872 miles, and airlines make the journey only four times a week.

The Pan American cancellation erased our long-held reservations on the flight and left us with no way to maintain the original schedule. Until the problem was resolved, we did not know where our travelers would spend the night of February 17.

It required six days of intensive effort to explore alternatives, decide on the best course of action, and then secure confirmation that hotel reservations had been restructured in four different cities and that air bookings had been properly altered on three important legs of the journey.

All this was necessary because of our staff conviction that it was essential to preserve the announced three-night visits to both Singapore and Bali. The only way this could be achieved was to reduce the stay in Bombay from four nights to three and then add the extra time to Sydney for a new total of five nights there.

Naturally, after all this was accomplished, we provided a complete explanation to all participants, invited them to study carefully the revised itinerary, and offered a full refund to any who might now prefer not to continue on the journey.

As noted earlier, we planned this trip for a maximum of 40 people; as it turned out, our travel contingent numbered 38.

Measurements/Recommendations. Every expression of opinion reaching us from the travelers -- verbal and written, direct and indirect -- has been unanimously favorable. One gentleman even wrote a detailed 39-page story of his experiences, sprinkled generously with enthusiastic praise, and shared this account with his family, his employees, and his Alumni Association. Here's one quotation:

> *"About 5:15 a hard rain set in -- not so good, since we had been invited to go to the home of a Michigan alumnus for cocktails with local U of M people. But they solved that for us. Some of them brought their cars to the hotel, and drove us out to the home of Mr. Robert Chen, who is President of the Bank of America, Singapore. A lovely home with beautiful gardens behind (owned by the bank which also owns a number of other homes in the area for their officials). A pleasant gathering, with a greeting and talk by our representative, and response by them, with introduction of all present."*

This was one of the six different occasions along the global route where the traveling U-M alumni were able to share a social interchange with their fellow alumni who reside many thousands of miles from the campus back in Ann Arbor.

Other than the $7,775.00 alumni travel income dollars cited earlier, the measurement of program success is of course somehwat subjective. Our conviction that this was truly a rewarding undertaking for all concerned is best exemplified, perhaps, by the decision we've now reached to incorporate another Southern Hemisphere around-the-world journey in our future U-M alumni travel schedule.

I. Alumni Travel . . . More Than A Boondoggle? *

by Robert G. Forman
University of Michigan

One of the fastest growing activities in the field of alumni programming has been the development of alumni travel. There are two reasons for such rapid growth. One is that it is a program that appeals to alumni and, two, it is a program that appeals to alumni directors. Obviously, people like to travel. In our society, people hae the resources, the leisure time, and a high degree of motivation to see new and different things.

As recently as a year ago, the travel industry was predicting that the growth in travel for the next decade would be four times the present level. This may prove to be an understated prediction. There is no doubt that travel is exciting, educational, and provides very desirable objectives for participants; and in the last ten years, we have seen a marked growth in alumni association participation in a whole variety of travel projects.

The success of alumni travel may seem to answer a very basic question: "Is it a legitimate activity of an alumni association?" I'm not certain that success is the best criterion on which to judge the appropriateness of such a program. We must investigate the philosophy of the program, examine the objectives, and then attempt to determine whether this philosophy and these objectives are being met.

If we are running alumni travel programs simply because alumni are interested in travel, or because we, as alumni directors, are interested in travel, we are missing what I consider the major reasons for such programs. For example, simply to provide the air transportation, hotel, sightseeing, and meals, does not, in my judgment, give us a good enough reason for being in the travel business. Many other organizations can provide those same services. Having alumni leadership accompany trips only to make certain that the baggage is handled correctly, that hotel accommodations are proper, and that "Mrs. Smith" gets aspirin when she has a headache is not, in itself, justification enough for our involvement.

Alumni associations should be in the travel business because they can provide a dimension of service which most organizations cannot. Universities have great faculty resources. These people should be a part of our travel program. No alumni tour should operate under the auspices of an alumni association without an individual from the faculty or the administration of the university taking part. Furthermore, the job shouldn't be only that of a fellow sightseer. The assignment should include opportunities to provide seminars on location, on subjects of academic interest, whether they be directly related to the country visited or not. The faculty or administrator should be part of a program inviting foreign alumni to meet the visiting group and to share in the educational objectives of such travel. The alumni association representative should be along, not only to insure the logistical and service comforts of the trip, but to see that the educational objectives are indeed met. Travel programs which do not include such educational services are not, in my judgment, legitimate activities of alumni associations.

Alumni travel can do much more. It can enable the university representative accompanying the trip to address not only our foreign alumni, but their fellow countrymen; and invite to

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*Reprinted from *Alma Mater*, Winter 1974

seminars, not only alumni of the university involved in the travel program, but alumni from other American institutions. If the speaker is a figure of some academic stature, there is every reason to believe that graduates of other American universities living in that geographical area would have great interest in hearing what he has to say.

In our travel program, Michigan has tried to involve representatives from American embassies and consulates. I'm well aware that embassy and consular officials have many more invitations to dinners and social activities than they are able to accept. I have found, however, that they will go out of their way to designate at least one representative of their office to welcome the group and to pass on some of his or her observations of the country being visited. This is extremely important. It is important to our foreign alumni to have this opportunity to meet representatives of the United States government.

Obviously, there are some countries where the number of American travelers is simply so great, and the number of alumni association groups going into that country so extensive, that it would be impractical to invite all alumni of American universities to attend every single presentation or seminar given by a faculty member or administrator from the visiting university. However, depending on the qualifications and stature of such individuals, this could be coordinated in such a way that people could simply pick and choose the programs they might like to attend, and these opportunities could be made known to our foreign alumni. And I'm of the opinion that it would be of great value to them, as well as to the relationships between our two countries.

When faculty members accompany alumni travel groups, one major way of utilizing their services fully is to prepare alumni travelers prior to departure. Faculty members could prepare and alumni associations could distribute recommended reading lists of books available from local book stores.

Another important service is to bring people together prior to departure for a series of one or two lectures about the area to be visited so that they have a fuller understanding of what they can see, what they should be looking forward to doing, what is available to them, and what can be learned through some type of intensive preparation.

These things, of course, take more time, and may even add to the expense of the program, but they are clearly the things that make alumni travel different from ordinary travel abroad. They are the reasons for our being involved in travel programs. The advantages of travel programs are many-fold. The alumnus is better educated as the result of the trip. He has a better feeling toward both the association and the university because they have offered this unique travel experience. He sees the association as something beyond just offering good times. The alumnus is reoriented toward his university and has a new type of motivation for wanting to be connected with the alumni association and the university.

The travel program offers a tremendous opportunity for alumni administrators to talk to the group about other programs. In my alumni travel programs, I have found people who volunteer to give leadership to their reunion activities, to their local club activities, people who have signed up for our alumni family camp, and people who have indicated their willingness to serve on committees and boards of the alumni association. Very few University of Michigan Alumni Association trips are concluded without at least one prospect being identified during the trip as a potential major donor to the university. I do not think we should be in any way ashamed of such endeavors. They are a legitimate and primary objective of our travel program.

And travel promotes involvement or reinvolvement among groups. One is obviously the younger alumni whom we have real difficulty in reaching until they're out of school for a number of years. The other is the older alumni who have been active in their middle years but tend to move away after they feel that their service roles are completed. Obviously, the older alumni are attracted to our travel programs. They have the time and resources, and travel is a way in which we can rekindle their interest. The younger group is something different. They have limited resources, limited time, and, in general, prefer to travel abroad, if they have the opportunity, in some less organized way. But younger alumni can be attracted to what I consider to be more adventuresome traavel programs: back-packing, for example, or travel within the United States, or ski trips which also utilize the opportunity for evening seminars – activities which are perhaps a bit more physical than our standard tour programs and less expensive, but still retain some educational objectives. If this kind of service can be provided to young alumni, I think they will respond. Once their interest is aroused, it is up to us to capture them with more creative and imaginative programs.

We should view our travel programs as part of our overall program. It should not be "the tail that wags the dog," but a part of a well-balanced program of services to, and activities for, alumni. First and foremost, we are in the alumni relations business to serve our institutions. At the same time, we must understand that we are also in business to serve alumni. Some of our programs may seem, at first glance, not to have a direct benefit to the university. However, programs which make our alumni highly-motivated and appreciative will in turn engender support and service to our institutions.